

ESC CONTRACTING PROCESS BOOK OCTOBER 2001 EDITION

Introduction

The ESC Contracting Process Book (ECPB) is for use by all personnel in the ESC acquisition community, including the Geographically Separated Units (GSUs).

The ECPB was developed adhering to the following guidelines: it does not restate higher-level policy; it is consistent with higher-level policy, but does not supplement higher-level policy by creating additional requirements; it includes only internal processes, procedures, or guidance necessary to implement higher-level policy; it does not create an administrative burden on other government organizations; it is transparent to industry; and it does not contain model or sample clauses.

The ECPB does not include contracting tools such as guides and handbooks. Such documents are available on the World Wide Web (WWW) at the following ESC/PK, AFMC/PK, and SAF/AQC Intranet Homepage addresses:

<https://www.esc.hanscom.af.mil/PK/pklgp01.htm>

<https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pkp/guides.htm>

<http://www.safaq.hq.af.mil/contracting/toolkit/>

Maintenance of the ECPB is the responsibility of ESC/PKX. The ECPB is also available at AFMC/PK's Web

<https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pkp/process.htm>

NOTICE!!!

Throughout this Process Book you will see both the Policy & Clearance Section/PKXC and the Acquisition Support Team/BP mentioned as focal points for providing assistance to the field. As a general guide, BP will provide assistance and guidance and perform PK staff reviews on pre-award actions exceeding \$10M in total value, and any other program selected by BP that will leverage best practices, lessons learned, and new reform initiatives (SAF/AQ 13 Jan 00 Memorandum). PKXC will provide similar support for actions not falling under BP purview, and will provide post-award support. If in doubt as to which office will assist you, contact either BP at 3-4881 or PKXC at 3-3178.

TABLE OF CONTENTS

1.	Federal Acquisition Regulations System (FAR Part 1)	8
	1.2 Administration	8
	1.3 Agency Acquisition Regulations	8
	1.4 Deviations from the FAR	9
	1.6 Career Development, Contracting Authority and Responsibilities	9
	1.90 Clearance Process	16
2.	Definitions of Words and Terms (FAR Part 2)	18
	2.1 Definitions	18
3.	Improper Business Practices and Personal Conflicts of Interest (FAR Part 3)	19
	3.1 Safeguards	19
4.	Administrative Matters (FAR Part 4)	19
	4.1 Contract Execution	19
	4.2 Contract Distribution	19
	4.6 Contract Reporting	22
	4.8 Government Contract Files	22
	4.70 Uniform Procurement Instrument Identification Numbers (PIINs)	26
	4.95 Accepting Transfer of a Contract	26
5.	Publicizing Contract Actions (FAR Part 5)	27
	5.2 Synopses of Proposed Contract Actions	27
	5.3 Synopses of Contract Awards	28
	5.4 Release of Information	29
6.	Competition Requirements (FAR Part 6)	29
	6.3 Other Than Full and Open Competition	29
	6.5 Competition Advocates	29
7.	Acquisition Planning (FAR Part 7)	30
	7.1 Acquisition Plans	30
8.	Required Sources of Supplies and Services (FAR Part 8) - No ECPB Coverage	30
9.	Contractor Qualifications (FAR Part 9)	30
	9.4 Debarment, Suspension, and Ineligibility	30
10.	Market Research (FAR Part 10)	31
11.	Describing Agency Needs (FAR Part 11) - No ECPB Coverage	31
12.	Acquisition of Commercial Items (FAR Part 12) - No ECPB Coverage	31
13.	Simplified Acquisition Procedures (FAR Part 13)	31
	13.1 Procedures	31
14.	Sealed Bidding (FAR Part 14)	32

14.2	Solicitation of Bids	32
14.5	Two-Step Sealed Bidding	32
15.	Contracting by Negotiation (FAR Part 15)	33
15.2	Solicitation and Receipt of Proposals and Information	33
15.3	Source Selection	34
15.4	Contract Pricing	35
15.5	Preaward, Award, and Postaward Notifications, Protests, and Mistakes	40
15.6	Unsolicited Proposals	41
16.	Types of Contracts (FAR Part 16)	41
16.4	Incentive Contracts	41
16.5	Indefinite-Delivery Contracts	41
16.6	Time-And-Materials, Labor-Hour, and Letter Contracts	42
17.	Special Contracting Methods (FAR Part 17)	42
17.5	Interagency Acquisitions Under the Economy Act	42
17.74	Unfixed Contract Actions	42
18.	Reserved in FAR (FAR Part 18)	42
19.	Small Business Programs (FAR Part 19)	42
19.5	Set-Asides for Small Business	42
19.7	The Small Business Subcontracting Program	43
19.8	Contracting with the Small Business Administration (The 8(a) Program)	43
20.	Reserved in FAR (FAR Part 20)	43
21.	Reserved in FAR (FAR Part 21)	43
22.	Application of Labor Laws to Government Acquisitions (FAR Part 22) - No ECPB Coverage	43
23.	Environment, Conservation, Occupational Safety, and Drug-Free Workplace (FAR Part 23) - No ECPB Coverage	43
24.	Protection of Privacy and Freedom of Information (FAR Part 24) - No ECPB Coverage	43
25.	Foreign Acquisition (FAR Part 25)	43
25.3	Balance of Payments Program	43
26.	Other Socioeconomic Programs (FAR Part 26) - No ECPB Coverage	43
27.	Patents, Data, and Copyrights (FAR Part 27) No ECPB Coverage	43
28.	Bonds and Insurance (FAR Part 28) - No ECPB Coverage	43
29.	Taxes (FAR Part 29) - No ECPB Coverage	44
30.	Cost Accounting Standards Administration (FAR Part 30) - No ECPB Coverage	44

31.	Contract Cost Principles and Procedures (FAR Part 31)	44
	31.1 Applicability	44
32.	Contract Financing (FAR Part 32)	44
	32.6 Contract Debts	44
	32.7 Contract Funding	44
33.	Protests, Disputes, and Appeals (FAR Part 33)	46
	33.1 Protests	46
	33.2 Disputes and Appeals	47
	33.214 Alternative Dispute Resolution	47
34.	Major System Acquisition (FAR Part 34) - No ECPB Coverage	47
35.	Research and Development Contracting (FAR Part 35)	47
	35.2 Indemnification Against Unusually Hazardous Risks	48
36.	Construction and Architect-Engineer Contracts (FAR Part 36) - No ECPB Coverage	48
37.	Service Contracting (FAR Part 37)	48
	37.1 Service Contracts-General	48
	37.2 Advisory and Assistance Services	49
38.	Federal Supply Schedule Contracting (FAR Part 38) - No ECPB Coverage	49
39.	Acquisition of Information Technology (FAR Part 39)	49
40.	Reserved in FAR (FAR Part 40)	49
41.	Acquisition of Utility Services (FAR Part 41) - No ECPB Coverage	49
42.	Contract Administration and Audit Services (FAR Part 42)	49
	42.4 Correspondence and Visits	49
	42.71 Voluntary Refunds	50
43.	Contract Modifications (FAR Part 43)	50
	43.2 Change Orders	50
44.	Subcontracting Policies and Procedures (FAR Part 44) - No ECPB Coverage	50
45.	Government Property (FAR Part 45)	51
	45.3 Providing Government Property to Contractors	51
	45.4 Contractor Use and Rental of Government Property	51
46.	Quality Assurance (FAR Part 46)	51
	46.6 Material Inspection and Receiving Reports	51
47.	Transportation (FAR Part 47) - No ECPB Coverage	51
48.	Value Engineering (FAR Part 48) - No ECPB Coverage	51

49.	Termination of Contracts (FAR Part 49)	51
49.1	General Principles	51
49.4	Termination for Default	52
49.5	Contract Termination Clauses	52
49.70	Special Termination Requirements	52
50.	Extraordinary Contractual Actions (FAR Part 50) - No ECPB Coverage	53
51.	Use of Government Sources by Contractors (FAR Part 51) - No ECPB Coverage	53
52.	Solicitation Provisions and Contract Clauses (FAR Part 52) - No ECPB Coverage	53
53.	Forms (FAR Part 53) - No ECPB Coverage	53
90.	Contracting Support for Specific Air Force Acquisitions (AFFARS Part 90) - No ECPB Coverage	53
91.	AFMC Maintenance, Overhaul, and Modification Contracting (AFMCFARS Part 91) - No ECPB Coverage	53
95.	Technical Services (ECPB Part 95)	53
96.	SSG Processes (ECPB Part 96)	54
97.	38 EIG/PK Processes (ECPB Part 97)	60
CC.	Contingency Operational Contracting Support Program (COCSP)(AFFARS Appendix CC)	65
DD.	Simplified Acquisition of Base Engineer Requirements (SABER) Program (AFFARS Appendix DD) - No ECPB Coverage	64

TABLE OF ANNEXES

<u>Annex No.</u>	<u>Title</u>
1.1	Commander's Talking Package for Discussing New Awards with the Selected Company
1.2	PKXC & BP Clearance Procedures for Solicitations/Contract Documents
1.3	Sample Determination/Memorandum For One-Time-Use Provisions/Clauses
1.90.1	Other Contracting Matrix for Review/Approval Authorities for J&As, Acquisition Plans, and Clearances
1.90.2	PEO/DAC Programs Matrix for Review/Approval Authorities for J&As, Acquisition Plans, and Clearances

4.1	Contractor Notice of Document Receipt
15.3	PCO Checklist for Defective Pricing Audits
19.1	Subcontracting Plan Review and Analysis Checklist
37.1	Task Requirements (TR) Procedures
37.2	Sample for Processing Task Requirement Notices (TRNs)
97.1	38 EIG/PK Formats

ECPB TERMS

The following terms used in the ECPB are described below for ease of reference. Unless otherwise specified, office symbols refer to those located at ESC, Hanscom AFB, MA. Office symbols of organizations not located at Hanscom AFB are preceded by the organizational location, e.g., SSG/PK, AFMC/PK, etc.

AFRL	Air Force Research Laboratory Space Vehicles Directorate located at Hanscom AFB.
ALC	AFMC Air Logistics Center
AST	ESC Acquisition Support Team, ESC/BP
BC	ESC Small Business Office
BP	ESC AST Directorate
Buying Office	Same as Contracting Office
CC	ESC Commander
CD	ESC Executive Director
CO	ESC Commander's Staff Director
Contracting Office	Same as Buying Office
CPSG	Cryptologic Systems Group at Kelly AFB TX
CPSG/RMK	CPSG Resources Management Contracting Support Office
CV	ESC Vice Commander
DAC	Designated Acquisition Commander, ESC/CC
ESC	Electronic Systems Center, including its geographically separated units: Standard

	Systems Group; 38th Engineering and Installation Group; Materiel Systems Group; Cryptologic Systems Group; and the Air Force Contracting Information Systems Directorate
GSU	ESC Geographically Separated Unit (See ESC, above)
HAFB	Hanscom Air Force Base MA
HCA	Head of the Contracting Activity for Other Contracting, AFMC/CC
HERBB	Hanscom Electronic RFP Bulletin Board on the WWW (ESC's Business Opportunities [BIZOP] page.)
IG	ESC Inspector General
JA	ESC legal office
MADES	Menu Assisted Data Entry System used for contract writing at some GSUs
MSG	Materiel Systems Group at Wright-Patterson AFB OH
MSG/PK	Director of Contracting at MSG; it includes the duties and responsibilities of the MSG BOCO
PCO	Procuring Contracting Officer
PK (Director/ Deputy)	ESC Director or Deputy Director of Contracting, ESC/PK
PKO	ESC Operational Contracting Division, ESC/PKO
PKR	ESC R&D Contracting Division, ESC/PKR
PKX	ESC Contracting Operations & Services Office, ESC/PKX. Encompasses the Policy & Clearance Section; Pricing Section; and the Contract Services Section and Automation/Data Analysis Section. (For ease of reading this Process Book, these Sections will be identified as PKXC, PKXF, and PKXA respectively.)
PKXA	Contract Services Section and Automation/Data Analysis Section of PKX.
PKXC	Policy & Clearance Section of PKX.
PKXF	Pricing Section of PKX.
SCCO	ESC Senior Center Contracting Official, ESC/PK
SSG	Standard Systems Group at Gunter AFB AL
SSG/PK	Director of Contracting at SSG, includes the duties and responsibilities of the SSG BOCO
WWW	World Wide Web
38 EIG	38th Engineering Installation Group at Tinker AFB OK

LS/LGC	Contracting Flight Chief at 38 EIW; includes the duties and responsibilities of the 38 EIG BOCO
66 ABW	66th Air Base Wing at Hanscom AFB MA
66 SPTG	66th Support Group at Hanscom AFB MA

1. FEDERAL ACQUISITION REGULATIONS SYSTEM (FAR Part 1)

1.2 Administration (FAR Subpart 1.2)

Maintenance of ESC Official File

PKXC will maintain the official ESC library file of the FAR, FAR Appendices and Supplements, Federal Acquisition Circulars (FACs), Defense Change Notices (DCNs), Air Force Acquisition Circulars (AFACs), and Air Force Materiel Command Acquisition Circulars (AFMCACs), including superseded pages and revisions. (GSUs should maintain their own library files).

1.3 Agency Acquisition Regulations (FAR Subpart 1.3)

Clause Control and Compliance Plan (GSUs use local procedures)

a. The ECPB does not prescribe clauses, provisions, or administrative notices. Multiple use clauses, provisions, or notices, written or prescribed for repetitive use, will be maintained only at the AFMCFARS level, or higher. Contracting personnel should notify PKXC if any language is found to be a candidate for wider application and possible inclusion in the FAR or FAR Supplements. In such instances, PKXC will prepare the necessary documentation for approval as a FAR Case in accordance with DFARS 201.201-1(d)(i).

b. If a PCO determines that a Special Contract Requirement (SCR) for one-time, contractor-specific or program-unique use is necessary, a written determination for use must be made prior to inclusion in the solicitation/contract. The SCR must not duplicate or deviate from existing FAR and FAR Supplements, must clearly convey its intent and operation, and have legal review. The format shown at ECPB Annex 1.3 should be used. The SCR/ determination should be filed under Tab 8 of the contract file. PCOs should always first review existing SCRs in the ConWrite database.

c. The ConWrite clause repository is maintained electronically and is accessed through ConWrite. PKX Contract Writing is the local clause control focal point. Upon request, BP/PKXC analysts will review and comment upon proposed one-time-use provisions/clauses. Pre-ConWrite local clauses are filed in binders in the PKXC library for reference/use by PCOs.

1.4 Deviations from the FAR (FAR Subpart 1.4)

Individual Deviations

Process the proposed deviation through PKXC or BP (as appropriate - see "Notice" on ECPB cover) for action by PK (Director/Deputy) after coordination by the BOCO/COCO, the ESC office responsible for the subject of the deviation, and JA. GSUs will obtain local JA and local policy/clearance review before submitting to PKXC. PKXC is responsible for maintaining a repository for deviations in order to comply with AFMCFARS 5301.403(90)(3).

1.6 Career Development, Contracting Authority and Responsibilities (FAR Subpart 1.6)

1. Head of Contracting Activity

CC has redelegated to PK (Director/Deputy) the AFMCFARS 5301.601-91(90) authority to act as Designee of the Head of the Contracting Activity (HCA) for Other Contracting.

2. Delegation of General Contracting Authority

a. DAC Programs and Other Contracting. Contracting authority has been redelegated to PK (Director/Deputy).

b. CC has redelegated to PK (Director/Deputy), 38 EIG/PK, MSG/PK, and SSG/PK the authority delegated to CC by AFFARS 5301.601-92(c)(2) and AFMCFARS 5301.601-92(90).

c. PK has redelegated to BOCOs/COCOs the authority to enter into, execute, award contracts including change orders, supplemental agreements, other contract modifications, and other contract actions that may be required subject to limitations set forth in the FAR, as supplemented.

d. Unless otherwise specified, forward requests for determinations requiring approval or action by higher authority (e.g., the HCA, CC, or PK) to PKXC for review before submitting to PK (Director/Deputy) for approval or action.

3. CC New Work Talking Paper

Provide talking paper notification to CC before distributing contracts for new work having an originally estimated value (including the estimated value of options, if any) of \$10,000,000 or more. Limit the talking paper to one typewritten page, in accordance with ECPB Annex 1.1, ensuring that the staff summary sheet is signed by the program director (2-Letter). Handcarry the talking paper and the DD-LA (AR) 1279 Report to PK (Director/Deputy) for coordination on the day before the announcement is to occur. After ESC/BP coordination, process the talking paper through the Command Section before it goes to CC. The program director should discuss the award with CC (CD or CV in his absence) to determine who will notify the successful contractor of the award. To preclude a delay when CC, CD and CV are unavailable, the program director will make the notification to the contractor. For PEO programs, provide CC notification for informational purposes only. (GSUs will either fax the package to BP [with prior notification to the person at the receiving end], or submit the package via E-Mail [but ensure the document is password protected]; BP will handle further processing at ESC).

4. Other Redelegations of Authority

Forward actions exceeding the 38 EIG/PK, MSG/PK, and SSG/PK monetary limitations within ESC approval authority to PKXC for review after completion of local legal reviews. PKXC will forward the action to the ESC approval authority.

5. PKO Solicitation/Contract Action Review and Approval for Sealed Bid & Negotiated Actions (See also ECPB Part 1.90, "Clearance Procedures" and ECPB Annex 1.90.1, "Clearance Review & Approval Thresholds" when contracting by negotiation.)

FACE VALUE LIMIT

REVIEW

APPROVAL

Up to \$1M when PCO is GS-11 or above	PCO	Not Required
Up to \$2M when PCO is GS-12	PCO	Not Required
Up to \$3M when PCO is GS-12 Branch Chief	PCO	Not Required
Up to \$5M when PCO is GS-13	PCO	Not Required
Over PCO Threshold Up to \$50M	PKXC or BP	COCO

6. Additional Documents Requiring PKXC Review: (GSUs use local procedures within authority thresholds)

a. All Two-Step sealed bid acquisitions. Both steps will be reviewed prior to issuance. (Note: BP will review these actions if BP has been supporting the acquisition. Otherwise, PKXC will perform the review.)

b. When PK is the CRA, final settlement of all incentive and all redeterminable contracts.

c. BOAs, regardless of the potential dollar value. (Note: Unpriced orders issued under BOAs do not require PKXC review.)

d. Each instrument or class of instruments, the approval of which is specifically required at PK or HQ AFMC, such as lease agreements.

e. When PK is the CRA, all letter contracts before issuance, but not until approved by the appropriate approval authority.

f. When PK is the CRA, supplemental agreements incorporating price adjustments made in accordance with the Economic Price Adjustment (EPA) clause of a contract.

g. Contract files for contracts which have been proposed for transfer to ESC (See also ECPB Subpart 4.95).

7. Actions Requiring PKXC Notification/Review

PKXC is the Point of Contact (POC) for the items below. For the current POCs, refer to the PKXC Focal Point List posted on the ESC/PK Intranet Homepage under "Local Process Guidance."

a. **AFAA, DODIG, and GAO Audits:** (GSUs use local procedures.) If an auditor contacts a program office that did not receive an official audit announcement letter, contact PKXC. The PKXC POC will verify whether or not the audit is valid, and will obtain a copy of the audit announcement letter. Individuals should not provide information unless an officially documented announcement letter from the Audit Agency has been received.

b. **Congressional Inquiries:** (GSUs use local procedures)(See ECPB Para 33.1 for Congressional inquiries regarding protests.) Upon receipt of a Congressional Inquiry from SAF/AQC, PKXC will immediately notify PK and the Contracting Officer and will either e-mail or fax the inquiry directly to them and inform them of the SAF/AQC suspense date. The Contracting Officer should work with the program office in consolidating a response. PKXC will also assist the Contracting Officer in preparing

the response, and will facilitate the coordination of the response with JA (if required), and the coordination/approval of PK.

(1) Inquiries received through SAF: For those Inquiries received through SAF, once the approval of PK is obtained PKXC will e-mail the final response to SAF/AQC with an info copy to the Contracting Officer and/or buyer and ESC/IG.

(2) If a Contracting Officer receive a Congressional Inquiry through channels other than PKXC, the Contracting Officer should immediately notify PKXC and fax or e-mail a copy of the Inquiry to them. The PKXC POC will, in turn, contact ESC/IG, ESC/PK and SAF/AQC.

c. **Procurement Integrity Issues**: See ECPB Para 3.3.1.

d. **Suspension/Debarment Reports**: See ECPB Para 9.4.2.

e. **Unsolicited Proposals**: See ECPB Para 15.6.

f. **Protests**: See ECPB Para 33.1.

8. Legal Review

a. See AFMCFARS 5301.601-94 and AFFARS 5301.601-94 for legal review requirements. Requests for FAR deviations, and/or contractual matters requiring approval at or above the CC level also require JA coordination. See ECPB Subpart 4.95 for JA review requirements for contracts proposed for transfer to ESC.

b. Legal review of solicitations and contractual documents is required for all ESC Other Contracting actions of \$500,000 or more (or \$5M or more for unilateral orders issued against indefinite delivery contracts), including the GSUs(*). (ESC/PKO may establish lower internal legal review thresholds, as appropriate.)

(*) Each GSU, in conjunction with its local legal office, may establish a local legal review threshold (or thresholds) below these amounts, as appropriate.

c. When a contract includes a Patent Rights clause, but does not otherwise require legal review by JA, the PCO will send a completed AFMC Form 476, Contractor Invention Monitoring, to JA to ensure that JA can administer the Patent Rights clause.

d. Legal review of incremental funding actions is required only when the action occurs after the contractor has expended all the funds presently obligated to the contract or when the action includes another change (other than administrative) to the contract in addition to the incremental funding change.

9. Notification/Approval of Significant Contractual Actions

a. The PCO shall notify CC in accordance with (b) below, whenever one of the following actions is proposed on a non-PEO contract; for PEO programs, provide an information copy of the PEO's notification to CC.

- (1) Termination (either partial or total)
- (2) Stop Work Order
- (3) Show Cause Notice

(4) Suspension or Reduction of Progress Payments

b. Except for PKO, all ESC contracting offices shall notify CC as follows. PKO may take the above significant contractual actions without following these procedures but must, instead, concurrently notify PK by E-Mail that a significant contractual action is in process.

(1) The PCO will write an item of interest (IOI) outlining the actions being taken, the reasons for the actions, the alternatives considered, and the impact on the contract. If the notification letter to the contractor has been prepared, include a copy with the IOI. If the letter to the contractor is not ready at the time the IOI is submitted, forward an information copy to CC within one week of issuance to the contractor.

(2) Coordinate the IOI with the Program Manager, Program/Asst Program Director, and JA. The IOI can then be submitted in hard copy or via e-mail by one of the two methods indicated below:

(a) Send the IOI to PK through PKXC for submittal to CC as an End-of-Day (EOD) submission;
or

(b) The responsible 2-Letter or GSU Chief can submit the IOI to CC as an EOD, with a follow-up telephone call and info copy of the IOI to PK.

(3) Once CC has been notified, PK or the 2-Letter/GSU Chief, whichever is appropriate, will instruct the PCO how to proceed.

c. Cure notices may be issued directly upon the approval of the BOCO/COCO. Promptly upon issuance, the BOCO/COCO will provide an information copy of the cure notice to PK who will, if appropriate, inform CC of the action.

10. Ratification of Unauthorized Commitments (GSUs use local JA)

a. For Other Contracting, see AFMCFARS 5301.602-3. For PEO/DAC programs, see AFFARS 5301.602-3.

b. The responsible two-letter chief, Air Base Wing Commander, or officer in command of the tenant organization in which the unauthorized commitment occurred will transmit to the BOCO/COCO that provides contracting support to that organization a complete, documented file pertaining to the unauthorized commitment. This file will be transmitted to the BOCO/COCO under a cover letter addressing the considerations at FAR 1.602-3, AFMCFARS 5301.602-3, and each of the following matters in sufficient detail:

(1) All events/circumstances leading to the unauthorized commitment.

(2) Why the PCO was not contacted to properly execute the unauthorized act.

(3) Certification that the affected supplies or services have been received and are useable for the purpose intended or, if not useable, an explanation of their status.

c. For "Other Contracting" actions that involve unauthorized commitments valued at \$10,000 or less, the PCO will complete the file by preparing a statement of facts and forward it to JA for coordination, and then to the COCO for approval. The PCO will also notify PKXC of the unauthorized commitment for tracking purposes.

d. For all other unauthorized commitments, the PCO will complete the file by preparing a statement of facts and forward it through the BOCO/COCO to JA for coordination, and then to PKXC. PKXC will review the completed file and prepare it for transmittal to the appropriate ratification authority.

11. PCO Warrant Procedures

a. Selection:

- (1) ESC/PK is the Chair for the ESC(HAFB) and CPSG PCO Review Boards.
- (2) 38 EIG/PK is the designated Chair for the 38 EIG PCO Review Board.
- (3) SSG/PK is the designated Chair for the SSG PCO Review Board.
- (4) MSG/PK is the designated Chair for the MSG PCO Review Board.

b. Appointment:

- (1) ESC/PK is the PCO appointment authority for ESC(HAFB) and CPSG.
- (2) 38 EIG/PK is the delegated PCO appointment authority at 38 EIW.
- (3) SSG/PK is the delegated PCO appointment authority at SSG.
- (4) MSG/PK is the delegated PCO appointment authority at MSG.

c. ESC (HAFB) PCO Nomination Process: (This nomination process applies to all PCO selections except for civilians competitively selected to fill GS-13 PCO positions. The need for GS-13 PCO positions has already been sufficiently justified as part of the required personnel action, and the qualifications of the candidate(s) formed the basis for the position selection.

(1) Submit each request for designation of PCO to PK and PKXC IN TURN by letter signed by the BOCO/COCO of the office in which the PCO will serve. The letter will state the reason for the request; for example, to fill a vacancy, or to establish a new PCO position. The letter should provide full details on the scope and other aspects of the position. Attach the following items to the letter:

- (a) Resume, signed by the applicant.
- (b) Statement that resume qualifications were verified against applicant's personnel file signed by the gaining immediate supervisor of the PCO position.
- (c) Narrations of the last three major contracting actions for which the applicant was responsible. If narrations cannot be furnished, state the reason in the letter.
- (d) Evaluation by applicant's current first-line supervisor. Evaluations will be adjective-rated, that is, outstanding, above average, average, marginal or unknown. The supervisor will also support the adjectival rating with a brief narrative for each of the following factors:

1 Technical competence - understanding of regulations, quality of work produced, soundness of recommendations, solutions, and decisions.

- 2 Quantity of work produced.
 - 3 Timeliness - accomplishment of work in order of priority; adherence to pre-established schedules.
 - 4 Written communication - expression in a clear, concise, and easily understood manner.
 - 5 Oral communication - consideration of both face-to-face and conference-type situations, as well as formal briefings, and expression of ideas in concise and convincing manner.
 - 6 Cooperation - ability to work cooperatively with and maintain effective relationships with others, willingness to listen to other viewpoints and to assist others.
 - 7 Stability - acceptance of criticism without loss of composure or effectiveness and ability to operate under pressure without harmful effect.
- (e) Privacy Act statement.

d. ESC (HAFB) PCO Board Membership & Review Board Meeting.

(1) Upon receipt of a request to appoint a PCO, PK (Director/Deputy) will request the PCO Review Board, as PK's advisor, to review the resume, verify the applicant's qualifications, conduct the interview, and provide recommendations. The Board membership will consist of PK (Director/Deputy), who will serve as Board Chair, representatives from PKXC and PKXF, the gaining BOCO/COCO, and JA. The Chair and each member are voting members. The Board Chair may seek advice, assistance, or information from any ESC source with respect to the Board's review of an applicant.

(2) If the request to appoint a PCO is for a limited PCO position, the PKX Director will serve as Board Chair. Limited PCO positions apply only to PKO. Limited PCOs are authorized to execute small purchases and issue orders against GSA contracts. Limited PCOs shall not have approval authority greater than a \$100,000 aggregate value for non-commercial acquisitions and \$5,000,000 for commercial acquisitions.

(3) PCO Review Board Meeting.

Absent the nominee, the Board will first discuss the need for the appointment with the cognizant BOCO/COCO. The nominee will then be requested to discuss in depth his or her comprehension of major acquisition topics posed by board members. PKXC representative will keep a running non-verbatim record of the areas of questioning and the adequacy of the responses. Each member of the Board will, on completion of the interview, provide a personal rating on each of the major areas discussed, plus an overall recommendation on the requested appointment. PKXC will collect the ratings and provide PK with a summary of the recommendations. At any time during the meeting, the Chair or any member may ask that the requesting authority withdraw the nomination or that the meeting be suspended without prejudice to the nominee.

(4) After the review board meeting, PKXC will prepare a report of the board findings and PK's appointment decision. Approved applicants shall file, as appropriate, OGE Form 450, Confidential Financial Disclosure Report, before a warrant may be issued.

e. ESC (HAFB) PCO Warrants.

PKXC is responsible for controlling and maintaining all delegations of PCO authority (warrants). PKXC will maintain a file for each PCO. The file will contain, at a minimum, the completed request for appointment, a non-verbatim summary of the meeting, the ratings and recommendations of the board members, a copy of the certificate of appointment issued, and any records relating to the PCO's performance since appointment. PKXC is also responsible for tracking and documenting PK's review of Contracting Officer appointments reaching the five-year review point as required by AFFARS 5301.603-3(d).

f. GSU Process:

38 EIG/PK, SSG/PK, and MSG/PK will establish procedures to select and appoint PCOs. These procedures shall be modeled after the ESC/PK procedure above but may be tailored to fit local organizational structures. Tailoring shall not result in procedures which are less stringent than the ESC/PK procedure.

1.90 Clearance Process (AFFARS Subpart 1.90)

See Annex 1.90.1, "Other Contracting" and 1.90.2, "PEO/DAC Programs" for matrices on review/approval authorities for J&As, acquisition plans, and clearances.

1. Clearance Procedures for Other Contracting

a. Other Contracting actions \geq \$5M shall follow the procedures set forth below and in AFFARS 5301.90 and AFMCFARS 5301.9000(b). (See ECPB Part 1.90.8.a. for Other Contracting actions below \$5M.)

b. For sealed bidding actions, both the Invitation for Bid (IFB) and the resulting award document, together with the supporting file, will be reviewed before issuance. Regardless of dollar value, sealed bidding actions should not be reviewed at a level higher than PKXC.

2. Contract Actions Requiring Review and Approval

Delegations of review or approval authority for contract actions less than \$5,000,000 shall be in writing over the personal signature and title of the person vested with the authority. A copy of the delegation shall be included in the official contract file.

3. Post-Award Review

a. PKXC is responsible for ESC's post-award review program. This will be accomplished through periodic after-the-fact review of randomly-selected contract actions which were below the threshold for review by PKXC or BP. These "under-the-threshold" reviews will be performed from the official contract files and will consist of the same type of review that was performed on documents required to be submitted for PKXC or BP review. The results of these reviews will be documented and forwarded to the PCO; the PCO will provide PKXC a written response to the comments within 30 days after receipt of the comments.

b. MSG/PK, SSG/PK, 38 EIG/PK, and CPSG/RMK are responsible for establishing post-award review programs for their organizations. Said procedures will be locally documented.

4. Solicitation Review

a. When PK is the reviewing authority for a competitive solicitation in which the resulting contract action will require clearance, submit the solicitation and supporting file to the BP analyst you have been working with, who will accomplish the required review for the SCCO. If BP has not been working with you on your acquisition, submit the required documentation to PKXC who will accomplish the review. Before releasing the solicitation, the PCO will resubmit the solicitation and supporting file to BP or PKXC, as appropriate, to demonstrate satisfactory resolution of all comments. The PCO will then forward the solicitation and supporting file to the reviewing authority, PK.

b. Although non-competitive solicitations no longer require solicitation review, you should consider having your RFP informally “reviewed” by BP if you worked with them throughout the acquisition planning phases of your acquisition in order to prevent significant changes in your proposed contract award document. If BP has not been involved with your acquisition, feel free to call any of the PKXC analysts with questions regarding solicitation preparation.

c. PCOs will thoroughly review all solicitations regardless of dollar value. When the contemplated contract requires BOCO/COCO approval, but not PKXC or BP review, the BOCO/COCO will review the solicitation prior to issuance.

d. When PKXC or BP review is required, provide PKXC or BP one copy of the solicitation, to include all solicitation attachments and amendments, with two copies of ECPB Format 1314, Contract Document Review Record, which is available on the ESC/PK Intranet Homepage (ECPB Format 1314 is not applicable to GSUs), and all documentation required by AFFARS 5301.9007, AFFARS Attachment 5301-1, and AFMCFARS 5301.9007.

e. Solicitation amendments that change only the bid or proposal due date and/or change only the Davis-Bacon or Service Contract Act wage rates need not be submitted to PKXC or BP for review.

5. Request for Clearance (RFC) Content

See the ESC/PK Intranet Homepage for the preliminary PNM, PCM, or abstract. A PNM/PCM guide and clearance briefing chart format can also be found on AFMC/PK's homepage at the following Web address: <https://www.afmc-mil.wpafb.af.mil/organizations/HQ-AFMC/PK/pkp/pkpc/pnmpcm.htm>

6. Delegations of Clearance Authority

a. Pursuant to AFMCFARS 5301.9000, Attachment 5301-90, CC has delegated Clearance Approval Authority for Other Contracting Non-Competitive actions, without authority to redelegate, as follows:

<u>ESTIMATED VALUE</u>	<u>AUTHORITY LEVEL</u>
≥\$50M to <\$500M	SCCO
<\$50M	COCO

b. BOCOs/COCOs are encouraged to take advantage of the authority to delegate solicitation review authority and clearance review authority to the contracting officer for actions < \$5M. Single Managers are similarly encouraged to delegate non-competitive clearance approval authority < \$5M to the

contracting officer or equivalent level in the program management chain. Delegation letters should be included in contract files. Letter templates for delegation of clearance review and clearance approval authority can be found on the ESC/PK Intranet Homepage under "Local Process Guidance" then under "Documents Library". (Also see ECPB Annex 1.90.1 and 1.90.2 for clearance review and approval thresholds.)

7. Clearance Procedures for Competitive and Noncompetitive Actions

a. When PK is the CRA, PKXC or BP (as appropriate - see "Notice" on ECPB cover) will review the RFC and supporting source documents to ensure that all RFC elements meet applicable standards (see AFFARS 5301.9003 and ECPB Annex 1.2. BP will perform the review for all actions (competitive and noncompetitive) for which they have been involved. PKXC will accomplish the staff review for all other actions. The PCO will resolve all comments with PKXC or BP before submitting the RFC to PK.

b. In those cases where PK is the Reviewing Authority, submit the request for solicitation review (for competitive acquisitions), or request for clearance to PKXC or BP, as appropriate, with sufficient time for review before any formal review sessions. Solicitation review must be accomplished before the scheduled RFP release date, or RFP release briefing date unless early release is authorized in accordance with AFFARS 5301.9006(b).

c. Forward all documents exceeding BOCO/COCO approval authority to ESC/PKXC or BP, MSG/PKC, SSG/PPK, or 38 EIG/PKW for review and submittal to the CAA, as applicable. Forward documents exceeding ESC approval authority directly to HQ AFMC/PKA for review and HQ AFMC/PK approval in accordance with AFFARS and AFMCFARS Subpart 5301.90, and AFFARS Attachment 5301-1.

d. For sole source actions where approval is at the BOCO/COCO level, and PKXC or BP has reviewed the action, the PCO should provide PKXC or BP, as appropriate, a written answer to comments within 10 days after receipt of the comments, specifying the corrective action taken. For competitive actions, provide the signed contract and supporting file documentation to PKXC or BP as appropriate for review, if directed by the CAA, before submittal to the BOCO/COCO for approval. Resolve all comments before submittal for approval.

e. The BOCO/COCO, when authorized to act as a PCO, will have PCO authority equal to the BOCO's/COCO's approval authority.

8. ESC Clearance Procedures for Other Contracting Actions Below \$5,000,000

a. For contract actions that have a dollar value less than \$5M, though formal clearance procedures do not apply, the PCO will ensure that the objectives of the Air Force clearance process prescribed in AFFARS 5301.9001 are met. This includes performing a review of the proposed contract action and supporting documentation before award. The PCO should consult with management and PK or BP staff on a case-by-case basis, as necessary.

b. PKXC or BP (as appropriate - see "Notice" on ECPB cover) will assist the PCO or BOCO/COCO in performing the review function on a case-by-case basis, if requested.

2. DEFINITIONS OF WORDS AND TERMS (FAR Part 2)

2.1 Definitions (FAR Subpart 2.1)

"Director" means the Director of Contracting (ESC/PK), also designated as the "Senior Center Contracting Official" (SCCO).

"Systems Contract" or "Systems Contracting Office" refers only to contracts or contracting offices located at HQ ESC, Hanscom AFB MA, exclusive of PKO and PKR.

"Written" and "in writing" includes both items written on paper and items furnished using electronic media such as electronic files submitted to an electronic bulletin board and diskettes.

3. IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST (FAR Part 3)

3.1 Safeguards (FAR Subpart 3.1)

Pursuant to AFMCFARS 5303.104-11-90(a), CC has delegated Procurement Integrity Act violation, or possible violation, reviewing authority for Other Contracting actions to the SCCO, without authority to redelegate.

4. ADMINISTRATIVE MATTERS (FAR Part 4)

4.1 Contract Execution (FAR Subpart 4.1)

Effective date

Normally, the effective date will be the same as the mailing (award) date. If an agreement on an early effective date has been reached (see AFMCFARS 5304.190), fill in the actual effective date on the contractual document cover sheet (page 1). Otherwise, leave the effective date block blank. The effective date will then become the mail date which is physically stamped on page 1, cover sheet, during the distribution process. That effective date will also be electronically transmitted.

4.2 Contract Distribution (FAR Subpart 4.2)

In accordance with the ESC procedures outlined below, all Contract/Modification packages (except for PKO and GSUs) must include the following before the package can be accepted in PKXA for distribution. Guidance (i.e., AMIS Manual, ConWrite Manual, AMIS tutorials, Computer Based Training [CBT], forms, etc.) can be found on the ESC/PK Intranet Homepage.

1. PCO signed ECPB Recommended Format 1343, Contractual Document Transmittal;
2. Original contract/modification document and the required number of copies for initial/complete distribution;
3. Zero Errors BV2 Validation Report;
4. AMIS Buy Plan Milestone Actual Dates completed (up to Award Mailed);
5. Completed and Cross-Checked (PF8 key) DD 350/1057 (if required);
6. Distribution List/Mailing Labels entered into CONDAPS
7. BV1 Validation Report requested;
8. If needed, a signed and approved BV2 and/or BV1 Validation Report Waiver.

1. Procedures (GSUs use local procedures)

a. Only PKXA will distribute ESC (HAFB) contractual documents. Contracting offices will not distribute executed formal contractual documents. (GSUs will distribute their own documents in accordance with local procedures).

b. Before submitting each new contract to PKXA for distribution, the contracting office must enter into the automated PK Contract Listing Data Base (CONDAPS) an addressee distribution listing including all necessary contract information. The addresses for the ACO and Auditor must clearly be labeled "ACO" and "Auditor" at the far right side of the first line of the address to ensure proper distribution of the PNM copies. PKXA will not distribute a contract until this has been accomplished. The initial accuracy and subsequent maintenance of this listing is the responsibility of the contracting office.

c. Transmit all required documents to PKXA using ECPB Recommended Format 1343 (Contractual Document Transmittal) available on the ESC/PK Intranet Homepage. All items must be appropriately checked and the form signed by the responsible PCO. The PCO will forward to PKXA one signed copy and enough reproduced signature copies of contracts or modifications to make complete distribution. The contracting office will also provide PKXA a completed and signed letter as shown at Annex 4.1, available on the WWW ESC/PK Intranet Homepage. PKXA will date this letter with the contract document mailing date and include with the contractor's copy.

d. In extenuating circumstances requiring distribution of a document before enough copies for complete distribution can be made, the PCO may request that PKXA make initial (partial) distribution. If an initial distribution is made, the balance of the full distribution copies is due at PKXA NLT 10 working days from the stamped initial mailing date. Initial distribution requires a minimum of three (3) copies:

- (1) Original for the file.
- (2) Contractor copy.
- (3) ESC/FMFL copy.

The PCO is responsible for listing on the ECPB Recommended Format 1343 which activities, beyond the three listed above for initial distribution, should also receive copies of the contract or modification to accomplish full distribution. At a minimum, this will include:

- (1) Three copies to the contract administration office (CAO) , and
- (2) Other copies as follows:
 - (a) One copy to the official accounting station, which for ESC is DFAS-Dayton
 - (b) One copy to DFAS-CO (when contract is administered by DCMA)
 - (c) One copy to each other unique funding source (e.g., MIPR or other funding sources)

The PCO will return the original ECPB Format 1343 to PKXA with the full balance of the distribution copies.

e. Contract distribution packages arriving at PKXA before 3:00 PM will normally receive a mail date of the next work day. Documents arriving after 3:00 PM will normally receive a mail date of two (2) work days later. PKXA will not back-date contractual documents.

2. Acquisition Management Information System (AMIS) (Not applicable to PKO)

a. It is PKXA's responsibility to transmit an AMIS Validation Report (BV1) request into the AMIS every night for all contracts for which the buying office has submitted a BV1 request, via ConWrite, and for which the hard copies have been received by 3:00 PM. PKXA will retrieve a BV1 Report every

morning. Upon receipt of an error-free validation, PKXA will stamp the mailing date on the contract and proceed with distribution in accordance with the current automated distribution listing found in CONDAPS.

b. The PCO must, before forwarding contractual instruments to PKXA for distribution, ensure that all transactions are entered into the AMIS by requesting, receiving, and printing the AMIS Contract Instrument Edit Validation (BV2) showing "zero errors". The BV2 Validation Report must be included with the distribution package and included in the buyer's file. The PCO must also ensure that a BV1 AMIS Validation Report has been requested through ConWrite. PKXA will compare the contractual instrument and the final BV1 to ensure that all AMIS forms have been entered correctly. PKXA will return any contractual instruments which are found to contain errors or which have not been entered into the AMIS, except in rare cases when critical requirements demand distribution prior to final validation by PKXA or error correction. Exceptions require that the PCO process a waiver request through the BOCO for PKXA approval before PKXA distribution. Waiver requests will be accompanied by the most recent BV2, and must include definitive reasons for the criticality (i.e., why this action is significant) and urgency (i.e., why each award is necessary) of the action.

c. When contractual instruments have been distributed before final PKXA validation, PKXA will validate these after distribution.

d. When contractual instruments have been distributed before correction of BV2 and/or BV1 errors disclosed during AMIS validation, the contracting office must correct all errors within ten (10) working days after distribution.

e. PKXA will retain a copy of each waiver request for exception to PKXA validation or correction of document in a suspense file. Delay in completing the correction of AMIS Validation errors beyond the time limits set in paragraph (d) above requires the contracting office to submit to PKXA a justification signed by the BOCO, and a revised schedule.

f. Where contractual instruments have not been entered into the AMIS prior to distribution, the contracting office will enter the instrument into the AMIS as soon as possible after distribution and notify PKXA when processing is complete, an error-free BV2 Edit Validation has been received, and a BV1 Validation Report has been requested so that PKXA may complete a BV1 Report for that instrument. The BV1 Validation Report (Contractual Instruments Received for Distribution/Distributed) will be transmitted to AMIS only by PKXA.

3. Support Contractor Access to AMIS and ConWrite

a. Access to AMIS:

Support contractor personnel may be authorized access to the AMIS/PMS system for administrative purposes, however, no access shall be permitted until a user account has been established for the individual. The buying office contracting chief will request establishment of an account by submitting a written request to PKX accompanied by a completed DISA Form 41. PKX will process this request through DISA for approval. No access shall be permitted until approval is obtained.

Individuals shall not divulge their AMIS password to others, contractor or government, and shall not permit others to access the system using their account.

b. Access to ConWrite:

Support contractor personnel are prohibited from accessing ConWrite unless they have a valid AMIS account (see above).

Support contractor personnel with authorized access to ConWrite are prohibited from using ConWrite in any manner so as to have the effect or appearance that a contractor employee is acting as an agent of the Air Force or is otherwise performing any inherently governmental function. This includes identifying contractor employees as the "buyer", "contract negotiator", or point of contact for any contracting action.

4.6 Contract Reporting (FAR Subpart 4.6)

1. Processing DD Form 350 and DD Form 1057 (Where applicable; i.e., locations using AMIS)

a. Complete DD Forms 350 and 1057 using the PMS database, except for PKO actions. For PKO actions not using ConWrite and AMIS, complete DD Forms 350/1057 using automated tools provided under the Standard Procurement System (SPS). Leave Block B3 (Action Date) blank. PKXA will complete this block at the time of distribution. The PCO is responsible for ensuring that all entries on the DD Form 350/1057 are accurate and complete before submitting the contract document to PKXA for distribution. The PCO is responsible for ensuring that the Cross Check (PF8) function has been completed, all errors corrected, and the DD 350/1057 is updated/saved by the PF10 Update function. (A useful tool for completing a DD 350/1057 can be found via the Contract Reporting section of the SAF/AQCI WWW site. A current link to this can be located via the WWW Links Page (<https://esc.hanscom.af.mil/PK/wrcframeset.htm>) at the ESC/PK CenterNet Site (<https://esc.hanscom.af.mil/PK/>)

b. When a contract document is submitted to PKXA for distribution, PKXA will review the automated DD Form 350/1057 to verify its accuracy and completeness. If errors are found, PKXA will notify the buying office and will not distribute the contract document until the buying office corrects the errors.

2. Acquisition Management Information System (AMIS)

a. PK (Director/Deputy) through PKX, is the Office of Primary Responsibility (OPR) for the implementation and use of the Acquisition Management Information System (of which the Procurement Management System (PMS) is a subset) at ESC. In the execution of this responsibility, PK will conduct continuing analyses of AMIS data and forward pertinent comments to the appropriate activities. AMIS data provides contracting management a tool to assist in the performance of its duties and responsibilities.

b. All ESC contracting offices using ConWrite, the AFMC Systems and R&D Contract Writing tool, will utilize the AMIS.

c. AMIS data is used to provide current, complete, and accurate data for the ESC PK Metrix management tool. Information about PK Metrix and other contracting topics is readily available via the ESC/PK Intranet Home Page: <https://esc.hanscom.af.mil/PK/> .

4.8 Government Contract Files (FAR Subpart 4.8)

1. Documenting Contractual Actions: Maintenance and Disposition of Contract Files (GSUs use local procedures/Use in PKO is Optional)

a. Maintain a "buyer's" file for each contract. This file is to contain a copy of the basic contract and all changes thereto. Annotate the contract, including the statement of work and specifications, to reflect the currently modified contractual arrangement. Annotations must be clear, but the PCO may decide the method of annotation to be used; for example, pen-and-ink change, paste-over, or slipsheet. If the buyer's

file is maintained electronically, annotations may be made by tracking the changes while editing (i.e., showing strikethroughs, underscores, bar marks).

b. The front of the buyer's file will contain a separate summary of contract amounts (e.g., face value, obligations, line item prices, etc.) which are subject to change during the life of the contract. This summary is to provide both the buyer and reviewer a quick reference to check the accuracy of the values being changed. Typical items requiring summarization are obligations, target/estimated amounts, and CLIN prices.

c. Submit the buyer's file to JA and to PKXC when their coordination on a contract change is required.

2. Contents of Contract Files

Source selection documentation--Identify, protect, and maintain source selection records in accordance with FAR 3.104 and AFFARS Part 15, as supplemented. Direct questions concerning data or documentation likely to constitute source selection documentation, its disposition, and its handling to the ESC Source Selection Office at ESC/BP, X3-5853/DSN 478-5853.

3. Closeout of Contract Files (GSUs use local procedures)

The Contract Services Section of PKXA is responsible for finalizing the closeout and retirement of contract files. Contracts executed or administered by PKO will use PKO closeout procedures. (See also ESC/PK's Contract Closeout Guide which can be found on PK's Intranet Homepage.)

4. Closeout by the Office Administering the Contract

a. When a contract is NOT administered by DCMA (i.e., the contract is NOT in MOCAS), then the PCO is responsible for all of the activities that are necessary to closeout the contract. These closeout activities are set forth in the ESC/PK Contract Closeout Guide, and in the AFMC Contract Closeout Guide (<https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pkp/guides.htm>).

b. When a contract IS administered by DCMA, then the PCO is responsible for assuring that DCMA is officially notified (e.g., via a DD Form 250 or equivalent) that the contract is physically complete and that the contract is ready to be closed-out.

(1) PKXA will monitor DPMS records to ascertain when a contract is physically complete, and will compile a list of these contracts, called the Contract Closeout "Delinquency List". For contracts that appear on the PKX "Delinquency List":

(a) if the contract actually is physically complete, then the PCO should expeditiously take the necessary actions to assure that a DD250 (or equivalent) is sent to DCMA (e.g., the ACO),

(b) if the contract is not physically complete, then the PCO and/or Buyer is responsible for updating DPMS to show the future date when the contract is scheduled to be physically complete. DPMS should be kept current and accurate, which includes being updated to identify the PCO and Buyer who are currently assigned to the contract, and to indicate when a DD250 (or other evidence of acceptance) was received.

(2) For contracts that are administered by DCMA, after DCMA receives official notice (e.g., DD Form 250 or equivalent) that the contract is physically complete, then DCMA (e.g., the ACO) has the prime responsibility for the activities that are necessary to closeout the contract.

(3) The PCO continues to be responsible for supporting DCMA and/or the FM/Program Control Office as requested, such as on efforts to reconcile differences between the DCMA and FM financial databases.

c. For contracts that are administered by DCMA, PKXA will monitor DCMA inputs into the MOCAS system to determine when DCMA has closed-out the contract (e.g., when DCMA moves the contract into MOCAS CAR Section 5, 8, or 9). After DCMA indicates that they have closed-out a contract, PKXA will compile a list of these closed-out contracts, called the Contract Closeout "Hot List". PKX will transmit this "Hot List" to the various BOCOs and PCOs. When a contract appears on the PKX "Hot List", then the PCO is responsible for expeditiously transferring the complete contract file to PKXA.

5. Actions Before Transmitting Files to PKXA

a. The BOCO will ensure that all of the Closeout actions cited in this ECPB Subpart 4.8, "Government Contract Files," are completed, and that the contract files are transferred to PKXA. (See Paragraph 6. below for detailed guidance.)

b. In addition, the BOCO will ensure that a final Contractor Performance Assessment Report (CPAR) has been completed and is in the Command Database maintained by the Source Selection Support Group of ESC/BP. Also, if applicable, ensure that an Addendum to the final CPAR is completed whenever the contractor's efforts in support of Closeout activities are to be assessed in the CPAR.

c. The PCO should review and consolidate the contract files prior to sending the contract files to PKXA. The PCO is responsible for determining if any documentation is duplicated or is unnecessary, and for discarding such documentation before the contract files are sent to PKXA.

d. Prior to sending the contract files to PKXA, the PCO should contact the FM/Program Control Office to determine if there are any funding or accounting issues that need to be reconciled, and if so, whether the official contract files will need to be kept in the Buying Office in order to help with the reconciliation.

e. All contract files shall be delivered to PKXA in the prescribed "white closeout boxes". PKXA will not accept the contract files if there are ANY permanent markings on the outside of the white closeout boxes. Any markings or labeling on the outside of the white boxes must be easily removable (e.g., use Post-It Notes/"yellow stickies", or scotch tape the label to the box).

f. The first file, in the first box of contract files that are sent to PKXA, shall contain a transmittal sheet in the form of the Contract Closeout Cover Sheet described below.

6. Transmitting Contract Files to PKXA

a. The BOCO is responsible for ensuring that the contract files of closed-out contracts are transferred to PKXA in a timely manner.

b. Classified documents should not be sent to PKXA.

c. The ESC/PK Contract Closeout Guide (accessible from the "Closeout" link on the ESC/PK Homepage) contains detailed guidance on how to prepare the contract files for shipment to PKXA.

d. After PKXA has received and processed the contract files, then PKXA will transfer DPMS-accountability for the contract from your SPO to PKXA.

e. Each contract that is transferred to PKXA must contain the following documentation:
(1) Evidence, in the form of a DD Form 1594 or equivalent, that the contract is physically complete. However, for DCMA administered contracts, the PCO/Buyer may contact the

- PKXA Procurement Technician that is assigned to support your Buying Office, and the Procurement Technician will try to provide this evidence.
- (2) Evidence that the contractor has been paid and that all fund reconciliation issues have been resolved. However, for DMCA administered contracts that are cited on the "Hot List", if there are no fund reconciliation issues noted in the "Hot List", then PKXA will document the file with this evidence. On contracts that do have a fund reconciliation issue noted on the "Hot List", then the BOCO should include a Memo to PKX that states that the contract files are not necessary to assist DCMA and FM/Program Control in resolving the fund reconciliation issues.
- (3) A **Contract Closeout Cover Sheet** providing the following information (Note: this Contract Closeout Cover Page is also accessible from the "Closeout" link on the ESC/PK Homepage):
- (a) CONTRACT INFORMATION:
- Contract Number
 - Last Modification/Date
 - Number of file folders being transferred
 - File Folder number that contains the Closeout Section
 - Type of Contract
 - Contract Completion Date
- (b) ADMINISTRATION DATA:
- PCO's Name
 - Buyer's Name
 - Office Symbol
 - PCO's Phone Number
 - Buyer's Phone Number

 - ACO's Name
 - ACO's Address
 - ACO's Telephone
 - Payment Office

 - Air Force Program Office
 - Point of Contact
 - Telephone Number
- (c) CONTRACTOR INFORMATION:
- Name
 - Address
 - POC/Telephone Number
 - Type of Business: Large___ Small___ Ed___ Nonprofit___
 - Excess Funds: Yes___ No___

7. Closeout of Contracting Office Files if Another Office Administers the Contract

All contract files will be closed out and retired in accordance with the actions listed in this ECPB Subpart 4.8. With the exception of Classified contract files, and other specific files that ESC/PK

(Director/Deputy) determines should be retained in the purchasing office through retirement, contract files shall be transferred to PKXA for retirement.

4.70 Uniform Procurement Instrument Identification Numbers (PIINs) (DFARS Subpart 4.70)

a. Except for ESC/PKO, which should maintain separate registers for its contracting actions, all ESC contracting office personnel at Hanscom AFB must obtain PIINs by using the PK automated Contract Instrument Number Log (CINL), which is a part of the Contract Data & Applications System (CONDAPS). Should CINL be non-operational for an extended period, obtain PIIN assistance by calling PKXA at x3-8021.

b. ESC/PKXA (DSN 478-8021) will allocate blocks of PIIN serial numbers (last four digits of contract number) to any GSU buying office using the F19628 DODAAN, but not having direct access to CINL, which operates on the HAFB Local Area Network (LAN). Contracting personnel at GSUs should follow local procedures, except to the extent that some locations may require assignment of blocks of F19628 "RS" Supplementary PIINs, as noted in paragraph c., below.

c. Supplementary PIINs. The supplementary PIIN prefix assigned to F19628 is RS. ESC/PKXA will assign numbers or allocate blocks of "RS" numbers to each F19628 buying office as may be required. This would include any GSU office which uses the F19628 DODAAN and/or which does not already have a unique Supplementary PIIN prefix of its own.

4.95 Accepting Transfer of a Contract (ESC Process)(GSUs use local procedures)

ESC buying offices will not agree to accept transfer of a contract for management and administration until the contract has been reviewed by both PKXC and JA, and PK (Director/Deputy) approves the transfer. The JA and PKXC reviews will encompass the complete contract, including all modifications and the entire contract file. If it is impracticable to obtain the complete file, the request for PKXC and JA review will explain why this is so. PKXC and JA will determine if a satisfactory review may be performed without the file documentation. The review will determine whether: the contract is legally sufficient, all necessary approvals have been obtained, the contract is compatible with the contract formatting used at ESC and with the AMIS (the contract must be entered in AMIS before acceptance), the contract contains all required and applicable clauses, and the contract represents a sound business arrangement. PKXC and JA will report their findings to the gaining PCO. Each organization's comments must be resolved before forwarding the request to PK for approval. The request will be signed by the gaining PCO and coordinated by the program manager, the BOCO/COCO, JA, FM, and PKXC before to submittal to PK.

5. PUBLICIZING CONTRACT ACTIONS (FAR Part 5)

5.2 Synopses of Proposed Contract Actions (FAR Subpart 5.2)

1. Acquisition Ombudsman CBD Notice (GSUs use local ombudsman and procedures)

See ECPB Paragraph 15.2.1 for the name/office/telephone number of the Acquisition Ombudsman, role of the Acquisition Ombudsman and the required language for synopses and solicitations.

2. Synopsis Preparation

In Item 17, Description, of the FAR synopsis standard format (see FAR 5.207(b)(4)), include the requirement that the synopsis respondent is to specify in its response whether it is a large business, small business, very small business, small disadvantaged business, 8(a) concern, women-owned small business, HUBZone small business, veteran-owned small business or service-disabled veteran-owned small business. Also require that respondents specify whether they are a U.S.- or foreign-owned firm.

3. Synopsis Coordination

The method for transmitting synopses is the Desktop CBD Synopsis Creator, which can be found on the ESC/PK Intranet Homepage (see Paragraph 4 below). Your synopsis will appear on the CBD website immediately, however, publication in the CBD newspaper takes approximately two days. (Note that the clock does not start ticking until the synopsis appears in the actual CBD newspaper.) Once you create the document and click on the "submit" button, your synopsis will be sent through ESC/BC to the CBD in Washington D.C. Obtain prior coordination from the requirements office Director or Program Manager, the BOCO/COCO, and PKXC or BP (as appropriate - see "Notice" on ECPB cover). BC will coordinate once the synopsis is submitted through them to the CBD.

The following exception to notice of contract action (NOCA) synopsis coordination applies to PKR only. When NOCA Item 17, Description, is the same as the Sources Sought Synopsis Item 17, the NOCA need not be re-coordinated with the requirements office Director or Program Manager, the BOCO/COCO, and PKXC.

4. Posting Solicitations to the Hanscom Electronic RFP Bulletin Board (HERBB) (38 EIG and SSG refer to the note in paragraph a. below.)

a. All ESC solicitations that could result in contract awards greater than \$25,000 (actions using FACNET excluded) must be posted on the ESC Business Opportunities section of the Hanscom Web Site known as HERBB. (Note: Until notified otherwise by ESC/PK, the 38 EIG and SSG may continue to use their dedicated Business Opportunities (BIZOP) pages for publishing solicitations, and HERBB will link to these pages.) Though not mandated, the use of HERBB as a vehicle to communicate with industry for the posting of calls for Blanket Purchase Agreement (BPA) proposals should be considered.

The HERBB URL is: <http://www.herbb.hanscom.af.mil/>. If you require assistance in posting your solicitation on HERBB, contact the appropriate technical or policy point of contact at the telephone number(s) that appear on the HERBB main menu. The Contracting Officer must screen all solicitation data prior to posting on HERBB. Information that is classified, For Official Use Only, or "sensitive unclassified" that would be inappropriate for public release shall not be made electronically available.

b. CBDNet synopses must be generated using the Hanscom Desktop CBD Synopsis Creator, which can be found at the ESC/PK Intranet Homepage (<https://esc.hanscom.af.mil/pk>), under the "WWW Links" section. This utility can also be accessed directly at <http://herbb.hanscom.af.mil/cbd/default.asp?cbd-synopsis>

c. Solicitations should encourage contractors to respond to solicitations electronically, by

Diskette or CD-ROM. Contact your cognizant ESC/BP representative for instructions on electronic format for receipt of proposals.

5.3 Synopses of Contract Awards (FAR Subpart 5.3)

1. Synopses of Contract Awards

BC will prepare and submit synopses of contract awards to the CBD.

2. Announcement of Contract Awards (GSUs use similar local procedures)

- a. PKXC and BP are the control offices for DD-LA-(AR) 1279 Reports (see AFFARS 5305.3).
- b. If you are working on a contractual action or source selection with BP, the PCO/Buyer should E-Mail the 1279 Report to the BP Analyst on official letterhead at least three (3) work days before the anticipated award date. All other 1279 reports should be sent to a PKXC analyst. In the "FROM" block, type either "ESC/PKX, 104 Barksdale Street, Hanscom AFB MA 01731-1806" or ESC/BP, Bldg 1606, Hanscom AFB, MA 01731. For paragraph 1, Proposed Release Date, enter "Will advise."
- c. BP or PKXC, as appropriate, will review the report, request the PCO/buyer make changes if needed, and transmit it via facsimile to SAF/LLP, telephonically verify with SAF/LLP that it was received, and notify the PCO/Buyer of same.
- d. For source selections the identity of the successful offeror and face value of the award must be provided by telephone to SAF/LLP no later than **1300 hours** (Washington DC time) **on the day before the anticipated award**. Therefore, the PCO/Buyer must notify BP or PKXC, as appropriate, in sufficient time to allow the BP or PKXC Analyst to call SAF/LLP by 1300 hours to obtain clearance for award on the planned award date. This "final call" to SAF/LLP for source selection award notifications can be made by the cognizant BOCO or PCO on the condition that the 1279 Report was previously reviewed by the BP/PKXC analyst, submitted and verified with SAF/LLP, and authorized in advance by the BP/PKXC analyst. (Ref: SAF/AQC Contract Policy Memo 01-C-06.) For other contractual actions (sole source award, option exercise, etc.) the PCO/Buyer must notify BP or PKXC, as appropriate, no later than 9:00 AM on the planned award date that the contract is ready for award and the BP/PKX Analyst will notify SAF/LLP. As with source selections, this "final call" may be made by the cognizant BOCO or PCO in lieu of BP/PKX Analyst as long as the BP/PKX review requirements have been met.
- e. When SAF/LLP approves the planned award date, the BP or PKXC analyst (or the BOCO/PCO under the conditions stated in above paragraph) will notify PKXA and the PCO/Buyer by E-Mail that 1279 clearance was obtained and that the contract may be distributed after 5:00 PM, Washington, DC time on the planned award date. If SAF/LLP does not approve the planned award date, PKXC or BP will advise PKXA and the PCO/Buyer of the actual approved award date.
- f. Once SAF/LLP approves an award date, no formal or informal announcement of contract award to the contractor (or any other party) is permitted until after 5:00 PM, Washington, DC time. When PK is directed by higher authority to withhold notification to the contractor, PK (Director/Deputy) will immediately notify PKXC or BP and the PCO/Buyer not to release any information concerning the contract until otherwise directed.

5.4 Release of Information (FAR Subpart 5.4)

Publications Release (GSUs use local public affairs office)

It is Air Force policy to encourage publication of scientific and technological advances and information developed under its contracts. The Public Affairs Office, ESC/PAM, must review and clear all planned publications and all forms of publicity relating to information developed under ESC contracts for the approval of the PCO.

6. COMPETITION REQUIREMENTS (FAR Part 6)

6.3 Other Than Full and Open Competition (FAR Subpart 6.3)

See Annex 1.90.1, "Other Contracting" and 1.90.2, "PEO/DAC Programs" for matrices on review/approval authorities for J&As, acquisition plans, and clearances.

1. Justifications

a. In preparing J&As, use the AFMC J&A Preparation Guide and Template available at the AFMC Policy Vault on the WWW.

b. Each contracting office will assign sequential numbers for J&As, e.g., ESC/ACK 99-01.

2. Approval of the Justification

a. \$500,000 to \$10,000,000 (Programs within the DAC portfolio). CC has delegated J&A approval authority to the ESC Competition Advocates.

b. International Agreement Competitive Restrictions (IACRs) do not require Competition Advocate approval.

6.5 Competition Advocates (FAR Subpart 6.5)

The ESC Competition Advocates are:

1. ESC Hanscom AFB and CPSG

TBD, ESC/PK, TBD DSN 478-2201, Comm. (781) 377-2201

Alternate: John L. Nunziato, ESC/PKX, John.Nunziato@hanscom.af.mil, DSN 478-7777, Comm. (781) 377-7777

2. SSG

Melvin W. Carr, Jr., SSG/PK, Melvin.Carr@Gunter.af.mil, DSN 596-5323, Comm. (334) 416-5323

Alternate: Patricia M. Bayless, Col, USAF, SSG/PK, Patricia.Bayless@Gunter.af.mil, DSN 596-5614, Comm. (334) 416-5614

3. MSG

Reginald L. Adams, Lt. Col, USAF, MSG/PK, Reginald.Adams@wpafb.af.mil, DSN 787-4053, Comm. (937) 257-4053

4. 38 EIG

Karen F. Nobles, 38 EIG/PK, Karen.Nobles@tinker.af.mil, DSN 884-9394, Comm. (405) 734-9394

Alternate: Robert O'Day, Sr., 38 EIG/PK, Bob.Oday@tinker.af.mil, DSN 884-9907, Comm. (405) 734-9907

Note: ESC/PK also serves as Alternate Competition Advocate to all GSUs, as required.

The ESC Competition Advocates also serve as their respective organization's Task Order and Delivery Order Ombudsmen. (See ECPB Paragraph 16.5)

7. ACQUISITION PLANNING (FAR Part 7)

See Annex 1.90.1, "Other Contracting" and 1.90.2, "PEO/DAC Programs" for matrices on review/approval authorities for J&As, acquisition plans, and clearances. (Note: review and approval levels for single acquisition management plans can be found in the SAMP Guide located in SAF/AQC's Homepage in Part 7 of the "Contracting Toolkit.")

7.1 Acquisition Plans (FAR Subpart 7.1)

1. General

For all APs, use the AFMC Acquisition Plan Preparation Guide available on the WWW. For SAMPs, use the SAF/AQC SAMP Guide available on the WWW.

8. REQUIRED SOURCES OF SUPPLIES AND SERVICES (FAR Part 8) - No ECPB Coverage

9. CONTRACTOR QUALIFICATIONS (FAR Part 9)

9.4 Debarment, Suspension, and Ineligibility (FAR Subpart 9.4)

1. Use of lists (GSUs use local procedures)

The PCO or buyer will document the file at Tab 1 (AF Form 3019) for each contracting action, including solicitations, to verify that contractors or prospective contractors are eligible for award. The Excluded Parties List System (EPLS) is the final authority for determining the current status of suspended or debarred contractors. The EPLS is available on the WWW PK Intranet Homepage. PKXC is the OPR for the EPLS. For listed firms, proceed in accordance with FAR 9.405 and AFMCFARS 5309.405-1(90). PKO should verify by annotating the source list (AFMC Form 34) and the abstract of bids/proposals.

2. Suspension/Debarment Process (GSUs use similar local procedures)

PKXC is the OPR for control and processing of suspension and debarment reports. The PCO will coordinate all recommendations for suspension/debarment through PKXC, JA, and PK (Director/Deputy) before submitting to the debarring official (SAF/GCR). Upon ESC concurrence in the recommendation, the PCO will submit the recommendation directly to SAF/GCR and provide copies to PKXC, HQ AFMC/PKP, and AFMC JAQ.

10. MARKET RESEARCH (FAR Part 10)

Commercial Determinations

While no format is specified for the FAR 10.002(e) file documentation recording the results of market research justifying the determination that an item or service meets the statutory definition of

"commercial", a memorandum of record or "Determination and Findings" is recommended. (SAF/AQC 24 Jan 01 Memorandum.)

11. DESCRIBING AGENCY NEEDS (FAR Part 11) - No ECPB Coverage

12. ACQUISITION OF COMMERCIAL ITEMS (FAR Part 12) - No ECPB Coverage

13. SIMPLIFIED ACQUISITION PROCEDURES (FAR Part 13)

13.1 Procedures (FAR Subpart 13.1)

1. Operational Contracting Support to Systems Contracting Offices (Not applicable to GSUs)

PKO may, based on manpower constraints, make off-the-shelf, local, Simplified Acquisition Procedure purchases under \$100,000 non-commercial or under \$5,000,000 commercial and purchases of items available from the Federal Supply Schedules, Government Printing Office, Federal Prison Industries, National Industries for the Blind, and NISH for a systems contracting office.

(1) To obtain PKO support for the purchase of services, submit through the Automated Business Services System (ABSS) to PKO a funded AF Form 9, Purchase Request, structured in accordance with AFCSM 64-333, Vol. 2, Pg. 6-54.

(2) To obtain a non-expendable supply item, submit a request to Base Supply (66SPTG/LGS). Should Base Supply determine that an AF Form 9 is to be used, the following apply:

(a) The AF Form 9 must be structured in accordance with AFCSM 64-333, Vol. 2, Pg. 6-54 and submitted through ABSS.

(b) Coordination by Base Supply must appear on the AF Form 9 as well as verification that the item is not centrally acquired or, if it is, documented proof that a waiver to locally purchase the item has been granted to the PKO Branch Chief.

(c) All items must be assigned stock numbers by base supply before submittal to PKO.

(d) All purchase requests must identify the supply/property account custodian to which the item(s) will be delivered, and who will accept and control the item.

(3) Limitations to PKO's authority to provide this support are:

(a) With the exception of commercial software that will be purchased without modification, PKO cannot purchase software and data of any kind.

(b) For Federal Supply Schedule (FSS) items, the systems buying office shall make the purchase if the requirement exceeds the maximum ordering limitation on the GSA contract.

(c) Requests for items to be provided to contractors as Government Furnished Property (GFP) must be coordinated through the appropriate program/project manager, with the assistance of program/project office manufacturing personnel and the systems contracting PCO.

(4) Coordinate exceptions to any of the above procedures with the PKO Branch Chief.

2. Government-wide Purchase Card (GPC (aka IMPAC))

ESC/PKO is the OPR for the Hanscom AFB Government-wide Purchase Card (GPC) Program. Guidance and information regarding the GPC Program at Hanscom is located on the PK Home Page under Operational Contracting/Purchase Card Program.

14. SEALED BIDDING (FAR Part 14)

14.2 Solicitation of Bids (FAR Subpart 14.2)

IFB Summary Letters (Not applicable to GSUs)

Use IFB summary letters on major IFBs. Major IFBs are those which will result in systems contracts over \$2 million, or which are designated by CC or CV as major.

14.5 Two-Step Sealed Bidding (FAR Subpart 14.5)

Step One (GSUs use local JA)

Coordinate the determination and notice of unacceptable technical proposal with JA. If the estimated face value of the contract action (including options) exceeds buying office approval thresholds, coordinate the determination and notice through PKXC or BP (as appropriate - see "Notice" on ECPB cover) to PK (Director/Deputy) for approval. Otherwise, approval of the determination and notice shall be not lower than one level above the PCO. Contact BP for sample notifications to unsuccessful bidders.

15. CONTRACTING BY NEGOTIATION (FAR Part 15)

15.2. Solicitation and Receipt of Proposals and Information (FAR Subpart 15.2)

1. Acquisition Ombudsman (AFMCFARS 5315.90)

The ESC Acquisition Ombudsman is Colonel Paul Maryeski, ESC/CO, at (781) 377-5106. Since the Acquisition Ombudsman's role is to hear concerns about issues during the proposal development phase of an acquisition, the name and role of the Acquisition Ombudsman must be identified in the initial CBD announcement. Use the CBD Synopsis Creator wording for ESC CBD notices. The name and role of the Ombudsman also should be included in all presolicitation exchanges with industry and inserted in Section L of solicitations. Use the ESC ConWrite insert for AFMCFARS 5352.215-9016, Acquisition Ombudsman. In addition, the Acquisition Ombudsman should be invited to meetings that deal with preaward and competition issues. (Ref: AFMC/PK Memo dated 25 Nov 98)(See Paragraph 16.5 for the role and names of the ESC Task Order/Delivery Order Ombudsmen).

2. RFP Reference Room (Not applicable to GSUs)

Establish RFP reference rooms when conducting competitive systems acquisitions which require written acquisition plans (see DFARS 207.103(c) and AFFARS 5307.103(c)). The RFP reference room will contain documents referenced in the RFP which are not able to be available via the WWW HERBB. The room will be available to all prospective offerors who meet applicable security requirements. The

AFRL Hanscom Research Library, Bldg 1103, Hanscom AFB, can provide such a room for you. If you have questions regarding the use of this facility, contact AFRL Research Library, at x3-4618. Procedures for establishing an RFP reference room are outlined below:

- (1) The applicable program/project manager should be the OPR for the reference room.
- (2) Each OPR will develop specific rules for the use of the reference room by potential offerors; e.g., sign in/sign out procedures, hours of operation, etc. The rules will contain provisions to allow offerors to copy documents or extracts.
- (3) The OPR will provide a copy of the reference room rules to the PCO.
- (4) Locate the reference room on Government premises. (Government-occupied facilities at MITRE are considered Government premises).
- (5) Establish the reference room sufficiently in advance of an RFP to allow potential offerors adequate research time. It may be established when the first of the RFP sections is available in draft form. Add other pertinent documents as they become available.
- (6) Close the reference room on the date proposals are due.
- (7) The Commerce Business Daily is the medium for notifying potential offerors of the establishment of the reference room. Include the following statement in the synopsis announcing the reference room: "The establishment of this RFP reference room does not obligate the Government to award a contract, nor does it restrict the Government as to its ultimate acquisition approach."
- (8) The OPR will develop and update as necessary an index of all documents in the reference room.
- (9) Treat all potential offerors fairly and equally in the use of the reference room.
- (10) The reference room shall not contain third party proprietary data, documents that are available via the WWW, or documentation that might jeopardize the integrity of the acquisition.

3. Use of Draft Requests for Proposals (DRFPs)

All required DRFPs will be released to industry via the ESC Business Opportunities section of the Hanscom Web Site known as HERBB. (The 38 EIG and SSG may continue to use their dedicated Business Opportunities pages for publishing DRFPs. See note in Paragraph 5.2.4.a.)

4. Contract Writing Support (GSUs use local procedures)

Upon request from contracting offices, the Contract Writing Support section of PKXA will provide guidance regarding the construction of all solicitation and contract documents under ConWrite, including resolution of BV2/BV1 Validation Report errors. The Contract Writing Support section will also schedule and provide basic ConWrite training when requested by the 3-letter ConWrite focal point. In addition to PKXA support, additional guidance can be found on the ESC/PK Intranet Home Page. Here you will find manuals, tips and hints, and Computer Based Training (CBT) modules.

5. Updates to Solicitations Prior to Award

Updates to contract provisions included in RFPs are not required solely to incorporate FACs, DCNs, etc. received after the release of the RFP. However, clauses and provisions directed for inclusion by law or regulation on a specified date shall be incorporated into RFPs or requests for final proposal revisions. In either case, identify the inclusion of mandatory clauses and provisions to all offerors which have submitted proposals.

6. Pre-Solicitation/Pre-Bid/Pre-Proposal Conferences

Do not incorporate copies of conference/briefing questions and answers into the RFP/IFB. If the RFP/IFB requires revision due to conference/briefing questions and answers, process a formal RFP/IFB amendment to incorporate specific revisions.

7. Incorporation of Technical Proposal (GSUs use local procedures)

Incorporating contractor technical proposals is most appropriate when contracting for R&D studies and analyses. This occurs primarily in PKR acquisitions. In systems contracting, do not incorporate contractor technical proposals; however, you are encouraged to "capture" unique contractor technical approaches by means of statement of work changes, or other methods, short of technical proposal incorporation. Do not incorporate the contractor's cost proposal.

15.3 Source Selection (FAR Subpart 15.3)

Final Proposal Revisions (GSUs use local JA)

When discussions have been held, before forwarding the contracts to the offerors for signature; or when using the "split proposal process", before requesting the complete proposal; or when awarding without discussions following initial evaluation of complete proposals, the PCO will resolve all clearance comments with the CAA/CRA. Provide the responses to the comments to the CRA who will, in turn, coordinate the response with the CAA. When PK is the CRA, clear responses with BP before submittal to PK. Do not release the request for final proposal revisions until a satisfactory resolution to the comments is reached by the CAA/CRA.

15.4 Contract Pricing (FAR Subpart 15.4)

1. ESC Cost/Price Information Matrices & Templates (GSUs use local procedures)

The PCO may use the cost/price formats contained on the PK Intranet Homepage (see paragraph 11, below) as a guide to the types of cost/price information that can be requested in both competitive and non-competitive solicitations. The purpose of the templates is to identify in section L of the RFP the cost or pricing data or other information to be submitted in support of proposals. Use of contractor reports or formats is required and should be used in all cases where they provide the information identified by the templates. PCOs are encouraged to involve PKXF in the template selection process. When PKXF involvement is not obtained, if the estimated value of the action exceeds the thresholds for PKXF's analysis (paragraph 3, below), PCO must coordinate the choice of templates with PKXF before inclusion in the solicitation.

2. ESC Procedures for Defective Cost or Pricing Data (GSUs use local JA and Pricing)

a. PKXF is the OPR for recording and tracking all post-award DCAA, GAO, and other Government activity defective pricing allegations. PKXF will ensure that all defective pricing audit reports and dispositions are reported in accordance with AFFARS 5315.407-91. PKXF will also provide

advice/training to Contracting Officers, as needed, on the processing, resolution, and disposition of defective pricing cases.

b. Procedures:

(1) Upon receipt of a post-award report alleging defective pricing, whether initiated by the CO, ACO, DCAA, GAO, or other Government activity the PCO will send a copy to JA and promptly establish milestone dates for accomplishing each major step in the resolution process in accordance with the following time standards:

<u>EVENT</u>	<u>DAYS AFTER AUDIT RECEIPT</u>
PCO Receipt of Audit	---
Send copies to JA and PKXF requesting input	5
PCO initial analysis to JA	15
PCO letter to Contractor providing audit copy and asserting basis for defective pricing	20
Receipt of Contractor response and input from JA and PKXF	50
Receipt of supplemental audit/evaluation of Contractor rebuttal, if necessary	95
Establish negotiation objective and obtain review by the BOCO/COCO*	110
Complete negotiations	140
Distribute supplemental agreement	145

*BOCO/COCO review not required when prenegotiation objective incorporates DCAA audit recommendations and the action is noncontroversial and/or low dollar.

Note: If the Government cannot negotiate a timely settlement due to an unresponsive contractor, the PCO should consider determining the price adjustment unilaterally under the "Disputes" clause within 180 days of receipt of the audit.

(2) Forward a copy of the audit report with a request for price analysis using ECPB Format 1436, Request for or Waiver of Price/Cost Analysis, and a copy of the milestone schedule to PKXF. The Format 1436 is available on the PK Intranet Homepage (See paragraph 11, below). (GSUs use local procedures).

(3) Provide the PCO's initial analysis to JA within 15 days after receipt of the audit report. The PCO may use the "PCO Checklist for Defective Pricing Audits," in developing the initial analysis. (See ECPB Annex 15.4 for the checklist.) Hold a discussion with JA before preparing the initial written analysis if the initial analysis shows that the audit is unsupported or that there is no defective pricing. If the PCO determines that defective pricing does not exist, and does not accept the DCAA recommendations on the basis that pertinent data was not withheld, or that the Government evaluators were aware of the data, the PCO shall document the file accordingly. Forward the file for review by the BOCO/COCO.

(4) When the buying office has advance notice from DCAA of defective pricing, work the issue on the basis of a draft DCAA report so that the formal audit can be disposed of more timely.

(5) To foster timeliness and efficiency, do not make unnecessary requests to DCAA for additional data. Accordingly, written requests to DCAA for additional information on defective pricing audits require BOCO/COCO approval.

(6) The PKXF price analyst will review the audit report and related documentation; obtain any additional information required from legal, technical, and other contracting advisors; and prepare and submit to the PCO a written recommended Government position. The PCO will review the PKXF report, and, if in agreement, will sign and date it to show concurrence. If not in agreement, prior to signing, the PCO will coordinate with PKXF to revise the report, to the mutual satisfaction of both parties. The date the report is signed by the PCO will be deemed the resolution date for reporting purposes.

(7) Use a team approach in evaluating complicated defective pricing cases (i.e., periodic meetings of DCAA, PKXF, JA and contracting personnel). The PCO will chair the team. This should reduce lead times and eliminate communication gaps.

(8) Upon receipt of the PKXF recommendation the PCO will forward the Government objective and documentation, including legal advice, to the BOCO/COCO for concurrence before the Government's position is presented to the contractor.

(a) If defective pricing exists the PCO will initiate the necessary action with the contractor to recover amounts due the Government. PKXF will participate and will prepare the memorandum required by FAR 15.407-1. Each memorandum will contain the rationale for, and details of, actions taken by the PCO relative to the defective pricing, and will be signed by the price analyst, reviewed and signed by the supervisory contract price analyst, and approved and signed by the PCO. Distribute defective pricing memoranda the same as Price Negotiation Memoranda (PNM).

(b) Before the PCO negotiates an agreement, or issues a final decision, which may result in a defective pricing reduction at an amount less than the "amount questioned" by DCAA in the relevant audit report, the PCO shall submit the file to the BOCO/COCO for review and approval.

(9) Normally, resolve defective pricing by negotiation. However, where the contractor is unresponsive but the Government is clearly convinced there is defective pricing, the PCO should seriously consider using a final decision pursuant to the "Disputes" clause without waiting further for contractor inputs.

c. The Government is entitled to interest on any overpayment due to defective pricing. The requirement to collect the interest and the computation methodology are set by statute, and, therefore, are non-negotiable (i.e., no compromise is allowable, even as part of an overall settlement). Because the interest computation requires that the amount of overpayment be determined by calendar quarter, DCAA's assistance will usually be needed to compute the interest due.

3. Requesting or Waiving Pricing Support (GSUs use local procedures)

a. Unless waived in accordance with c., below, PKXF shall perform price or cost analysis on all actions over \$5,000,000.

b. The PCO may request that PKXF perform cost or price analysis for any negotiated contractual action, regardless of value, if in the PCO's judgment it is in the best interest of the Government. Each request shall specify why PKXF support is necessary.

c. PKXF may waive the requirement for pricing support at the request of the BOCO. If a waiver is granted, before submitting the contractual action for clearance (if required), the final price negotiation memorandum must be reviewed by the PKXF Chief of Pricing. If a PPNM is not prepared the pricing documentation that supports the Government objective must be reviewed by the PKXF Chief of Pricing. Request waiver using ECPB Format 1436 available on the PK Intranet Homepage (see paragraph 11, below); in addition to the instructions contained on Format 1436, the following guidance applies to Block 3. of the form:

(1) State the reasons waiver is requested (e.g. - low dollar value; low complexity; highly labor intensive; little or no materials involved; on-going experience with the contractor(s); rates and factors readily available from (identify source); etc.). Be specific and detailed.

(2) Indicate how the fairness and reasonableness of each major cost element will be determined and indicate the source and currency of the information.

d. The granting of a waiver does not preclude the PCO from requesting informal PKXF support and PKXF will remain available to provide advice as necessary.

4. Proposal Analysis & Negotiation - PCO Responsibilities

a. Upon proposal receipt, the PCO shall:

(1) Obtain verification from the Program Manager/Project Monitor that the proposal is technically compliant with the RFP.

(2) Verify that the proposal is fully responsive to the terms and conditions of the RFP and that there is adequate cost information for evaluating the reasonableness of the price or determining cost realism. If applicable, verify that the contractor submitted cost or pricing data in compliance with FAR 15.403-4 and Public Law 87-653 (the Truth in Negotiations Act) in the type and format described in the RFP. The PCO may use the ESC Cost Proposal Checklist available on the PK Intranet Homepage to evaluate the adequacy of any initial proposal or subsequent revision (see paragraph 11, below).

b. Upon compliance with the above, the PCO shall:

(1) Request the Program Manager/Project Monitor perform an evaluation of the technical content of the cost proposal as to labor categories and hours, quantities and types of materials, extent and need for travel, and any other direct estimated cost elements. The request for technical evaluation shall be coordinated with the PKXF price analyst to ensure the evaluation results in appropriate data being provided in a useable format. The evaluation shall clearly indicate the methodology used by the evaluator, and the basis for the conclusions reached. Technical evaluations must be reviewed and signed by the responsible Government Program/Project Manager. After verifying the adequacy and quality of the evaluation, forward a copy to the PKXF price analyst.

(2) For actions above the thresholds set forth in paragraph 3, above, submit a request for cost/price analysis to PKXF, using ECPB Format 1436 available on the PK Intranet Home Page (See paragraph 11, below).

(3) For actions below the thresholds, or where PKXF pricing support is waived, ensure that required cost or price analysis is performed and the contract file documented accordingly.

c. When requesting field pricing support, use one of the two sample request letters available on the PK Intranet Homepage (See paragraph 11, below). One is for use when requiring cost analysis, audit review, and technical evaluation by the field component; the other is for use when the ESC program office/laboratory will accomplish the technical evaluation and only audit is required. In all cases, tailor the request to the instant acquisition.

d. When establishing acquisition milestone schedules, PCOs shall allow sufficient preparation time for all members of the negotiation team, including field pricing, audit, and PKXF pricing personnel. Coordinate proposed Clearance briefing and negotiation schedules with PKXF well in advance to ensure price analyst availability.

e. The PCO or buyer (contract negotiator/contract manager) will normally be the lead negotiator. The lead negotiator should conduct a pre-negotiation conference to ensure that each negotiation team member understands the Government position and strategy before the actual negotiation commences.

f. The PCO shall ensure that complete agreement has been reached with the contractor and pertinent Government agencies regarding the statement of work and all contract terms and conditions before reaching a final negotiated price settlement.

5. Proposal Analysis & Negotiation - Pricing Personnel Responsibilities

a. Upon request, PKXF will provide advice and assistance to the PCO in determining appropriate contract type, the extent and type of analysis required, acquisition milestone schedules, structuring of incentives, format and special instructions relating to the type and extent of cost or pricing data required to be submitted, etc.

b. Upon request, PKXF will prepare and transmit to the ACO and/or cognizant audit office a detailed request for cost analysis and/or audit review. Requests will specify areas of analysis, types of information required, and the date ESC requires the report.

c. PKXF will integrate field and technical input together with comparative price analysis data, prepare a written preliminary price negotiation memorandum and/or pricing portions of the clearance briefing, as required.

d. Within five (5) working days following completion of negotiations, PKXF will submit to the PCO a final price negotiation memorandum, in original and three (3) copies.

6. Field Pricing Support - DCAA Procurement Liaison Auditor (PLA) (GSUs use local PLA, where available)

DCAA has designated a PLA for ESC who is collocated with PKX. The PLA may be contacted at (781) 377-2627. PCOs are encouraged to use the services of the PLA which include advice on accounting and financial matters, coordination of audit requests and services, counsel on Audit Reports, arranging for DCAA support at negotiations, specialized training and support.

7. Price Negotiation Memorandums (GSUs use local procedures)

When preparing Price Negotiation Memorandums (PNMs), refer to AFMC's PNM/PCM Guide which can be found at the AFMC Policy Vault on the WWW. Include a copy of the PNM Checklist (Attachment A of the Guide) in the contract file when the buyer or PCO prepares the PNM.

8. Specialized Negotiation Memorandums

When preparing Price Competition Memorandums (PCMs), refer to AFMC's PNM/PCM Guide which can be found at the AFMC Policy Vault on the WWW. Include a copy of the PCM Checklist (Attachment A of the Guide) in the contract file when the buyer or PCO prepares the PCM.

9. Adequate Price Competition (APC) in One-Offer Situations

When only one offer is received from a responsible source the Contracting Officer must perform adequate market research to determine that the one offer was based on real competition, and then make a written determination that the conditions in FAR 15.403-1(c)(1)(ii)(A) exist. This determination of APC when only one offer is received must be reviewed and approved by the SCCO before contract award. (Ref: AFMC/PK Memo dated 26 Feb 01)

10. Follow-Up on Contract Audit Recommendations (Implementation of DoDD 7640.2) (GSUs use local Pricing/Policy Office)

a. Documenting final disposition of contract audit reports:

(1) Coordinate all correspondence and memoranda through PKXC and PKXF before transmittal to the auditor.

(2) The PCO will process audit report disposition notifications to the cognizant auditor through PKXF.

b. When definitive price negotiations are expected to exceed the dollar limitations specified in paragraph 3, above, PKXF shall participate in pricing claim and final repricing proposals. Report to PKXF those pricing actions below the dollar limitations indicated in the ECPB which have DCAA audit recommendations that meet the criteria for reporting.

c. PKXF is the single ESC focal point for administering reportable contract audits from the date of receipt through final disposition. PKXF will update the required reporting system based on inputs from the three-letter contracting offices at least monthly. In addition, PKXF will prepare the semiannual report and verify this report against the list of reportable audits submitted by DCAA.

(1) PKXF will submit the semiannual status reports for the periods ending 31 March and 30 September to arrive at HQ AFMC/PKPC within ten calendar days after the end of each period.

(2) PKXF will update the HQ AFMC PK Audit Reporting System (PARS) database on quarterly basis. (GSUs submit to PKF by the third calendar day after the end of each quarter).

11. Profit Reporting Process (GSUs use local procedures)

ESC/PKXF (Mr. Ray Phillips) is the focal point for Weighted Guidelines (WGL) profit reporting. As necessary to meet reporting requirements, the focal point will use the AMIS Database to identify

potentially reportable actions, contact the cognizant PCOs to determine actual WGL status, collect all pertinent information, consolidate the information for the individual actions into the proper format and forward the consolidated data to AFMC.

12. Obtaining Pricing Documents on the WWW PK Intranet Homepage

Pricing related documents/templates can be accessed via the ESC Intranet by selecting "Local Process Guidance" from the "ESC/PK Intranet Home Page" and then selecting "Pricing Local Process Guidance" from the "PK Local Process Guidance Page".

15.5 Preaward, Award, and Postaward Notifications, Protests, and Mistakes (FAR Subpart 15.5)

Debriefing of Successful and Unsuccessful Offerors (GSUs use local procedures)

BP and JA will review and coordinate all proposed debriefing charts for source selections using median and agency procedures for both successful and unsuccessful offerors, and will normally attend all post award debriefings. The debriefings will normally be held at the contractor's facilities. See AFFARS 5315.5 for ground rules and procedures. Contact BP for debriefing templates.

Unless otherwise directed by the Source Selection Authority, the letter requests for Final Proposal Revision (or in the case of the split proposal process, the Complete [including Cost] Proposals) should include a statement that win or lose, the Government plans to conduct a post-award debriefing. In order to insure the availability of key people from the Government and the company, provide a date for planning purposes that is within ten (10) working days of scheduled contract award.

15.6 Unsolicited Proposals (FAR Subpart 15.6)

The ESC focal point for the receipt and processing of unsolicited proposals is PKXC.

16. TYPES OF CONTRACTS (FAR Part 16)

16.4 Incentive Contracts (FAR Subpart 16.4)

Cost-Plus-Award-Fee (CPAF) Contracts

a. PKXC or BP (as appropriate - see "Notice" on ECPB cover), and PK will review and coordinate all award fee plans and significant changes to plans before submittal to the FDO for signature.

b. For Other Contracting actions and DAC Programs, each award fee determination decision on contracts having a total award fee pool exceeding \$3 million requires CC review. Submit the award fee decision package to CC on a staff summary sheet through PK, and CD.

16.5 Indefinite Delivery Contracts (FAR Subpart 16.5)

1. Ordering under multiple award contracts (FAR Subpart 16.505) and AFFARS 5316.505(b)(4))

Task Order/Delivery Order Ombudsman (FAR 16.505(b)(5) and AFFARS 5316.505(b)(4))
The ESC Competition Advocates are the Task Order/Delivery Order Ombudsmen for ESC orders placed under multiple award IDIQ contracts and orders placed under the GSA Federal Supply Schedule (including BPAs issued under the Information Technology Service Program (ITSP)). Issues from industry

involving task/delivery order competitions that are not resolved at the PCO level are to be addressed to the Task/Delivery Order Ombudsman. The role, name, address, telephone number, and e-mail address of the appropriate Task/Delivery Order Ombudsman should be included in all presolicitation exchanges with industry, in the solicitation/contract, and request for task/delivery order proposal. (Reference: AFMC/PK 25 Nov 98 Letter) A ConWrite Section H SCR has been developed for use in Hanscom solicitations/contracts.

(See ECPB Paragraph 6.5 for the names/addresses/phone numbers of the Competition Advocates/Task/Delivery Order Ombudsmen)

2. Center Multiple-Award Task Order (MATO) Contracts Action Plan

Contracting Offices (including GSUs) are to utilize ESC's Multiple Award Task Order (MATO) Contracts Action Plan when acquiring and managing non-Advisory and Assistance (A&A) C2 Services. In addition, ESC's A&AS/MATO Action Plan Checklist is to be used when performing semi-annual inspections for all task orders issued by contracting offices. The plan and checklist can be accessed via the ESC Intranet by selecting "Local Process Guidance" from the "ESC/PK Intranet Home Page" and then selecting "A&AS/Multiple Award Task Order Contracts."

16.6 Time -and-Material, Labor-Hour, and Letter Contracts (FAR Subpart 16.6)

Letter contracts

Submit requests for letter contracts requiring CC/CV approval through PKXC or BP (as appropriate - see "Notice" on ECPB cover). Process requests for amendments to letter contract authority similarly.

17. SPECIAL CONTRACTING METHODS (FAR Part 17)

17.5 Interagency Acquisitions Under the Economy Act (AFFARS Subpart 5317.503-90)

Economy Act D&Fs require PK coordination (through PKXC) prior to submission for approval. ESC/CC is the approval authority for DAC Programs; ESC/CD is the approval authority for Other Contracting.

17.74 Undefined Contract Actions (DFARS Subpart 17.74)

1. Authorization

Pursuant to AFMCFARS 5317.7404-1(a)(1)(ii), CC has redelegated Undefined Contract Action approval authority for Other Contracting actions up to \$10M to the SCCO, without authority to redelegate.

2. Management System

BOCOs/COCOs should review UCA data and take appropriate action to reduce the total number of active UCAs, reduce delinquent UCA dollars on hand, and increase the number of on-time UCA definitizations. Management attention should also be given to UCAs at risk of not meeting established definitization dates. UCA status will be an agenda item at the PK monthly staff meetings, and "at risk" UCAs, including justification and approval status for extending the definitization date of those UCAs, are to be briefed by the BOCOs/COCOs.

18. RESERVED IN FAR (FAR Part 18)**19. SMALL BUSINESS PROGRAMS (FAR Part 19)****19.5 Set-Asides for Small Business (FAR Subpart 19.5)****Rejecting Set-Aside Recommendations (GSUs use local procedures)**

a. If the small business specialist recommends that a proposed acquisition be set-aside, the small business specialist will return the unsigned DD Form 2579 to the PCO. If the PCO disagrees with the set-aside recommendation, the PCO will furnish written notice to the Small Business Office in accordance with FAR 19.505(a) and 19.506(a).

b. Coordinate the file supporting the Government position on a set-aside appeal through BC, JA, and PKXC before submittal to PK (Director/Deputy). In addition, prepare a transmittal letter for PK (Director/Deputy) signature forwarding the file to HQ AFMC/PKD.

19.7 The Small Business Subcontracting Program (FAR 19.7)**Reviewing the Subcontracting Plan**

The PCO shall document each subcontracting plan review on the Subcontracting Plan Review and Analysis Checklist included at ECPB Annex 19.1. For "Changes" clause contract modifications, complete only the initial part of the checklist through item number three (3). In either case, the buyer and the PCO will sign the checklist.

19.8 Contracting With the Small Business Administration (The 8(a) Program) (FAR Subpart 19.8)**SBA Appeals (GSUs use local small business specialist, JA, and clearance before submitting to PKXC)**

Upon receipt of SBA appeal notification on an 8(a) program, coordinate the file required by AFFARS 5319.810(b) through BC, JA, and PKXC before submittal to PK (Director/Deputy). Prepare a transmittal letter for PK(Director/Deputy) signature forwarding the file to HQ AFMC/PKD.

20. RESERVED IN FAR (FAR Part 20)**21. RESERVED IN FAR (FAR Part 21)****22. APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS (FAR Part 22) - No ECPB Coverage****23. ENVIRONMENT, CONSERVATION, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE (FAR Part 23) - No ECPB Coverage****24. PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION (FAR Part 24) - No ECPB Coverage****25. FOREIGN ACQUISITION (FAR Part 25)**

25.3 Balance of Payments Program (FAR Subpart 25.3)

Pursuant to AFMCFARS 5325.302(b)(ii), CC has redelegated Balance of Payments Program determinations for actions not to exceed \$500,000 to the SCCO, without authority to redelegate.

26. OTHER SOCIOECONOMIC PROGRAMS (FAR Part 26) - No ECPB Coverage**27. PATENTS, DATA, AND COPYRIGHTS (FAR part 27) - No ECPB Coverage****28. BONDS AND INSURANCE (FAR Part 28) - No ECPB Coverage****29. TAXES (FAR Part 29) - No ECPB Coverage****30. COST ACCOUNTING STANDARDS ADMINISTRATION (FAR Part 30) - No ECPB Coverage****31. CONTRACT COST PRINCIPLES AND PROCEDURES (FAR Part 31)****31.1 Applicability (FAR Subpart 31.1)****Advance Agreements**

Submit precontract cost agreements through PKXC to PK (Director/Deputy) for review and/or approval. See AFMCFARS 5331.109(92) and AFFARS 5317.7404-1 for advance agreement approval authority.

32. CONTRACT FINANCING (FAR Part 32)**32.6 Contract Debts (FAR Subpart 32.6)****Deferment of Collection (FAR Section 32.613)**

a. The authority to negotiate terms and conditions related to deferment of debt collection and/or debt installment procedures (not the amount of debt owed) rests with the PCO, except in those cases where the subject contract is in any stage of termination settlement in accordance with either the Termination for Default clause or the Termination for Convenience clause. In such instances, the authority to negotiate rests with the TCO. (See ECPB 49.1.1 for TCO Authorities and Responsibilities.)

b. The cognizant CO will ensure that the proposal for debt collection deferment/debt installment contains, at a minimum, the information required under FAR 32.613(b) or (c), depending upon the circumstances.

c. The cognizant CO will prepare an evaluation of the contractor's proposal including the Government's position on terms of the deferment/installment agreement to be negotiated and a recommendation for approval or disapproval by SAF/FMPB. Coordination by ESC/FM, ESC/JA, and ESC/PK (after review by PKXF) must be obtained and all comments resolved prior to submittal to SAF/FMPB. Upon receipt of SAF/FMPB the PCO/TCO is authorized to negotiate the terms of the deferment/installment payments within the range of authority granted and incorporate the agreement into the contract.

32.7 Contract Funding (FAR Subpart 32.7)

1. Solicitation Release Prior to Formal Funding (Other Than Operational Contracting)

Pursuant to AFMCFARS 5332.702-90(e), CC has redelegated the authority to approve release of Other Contracting solicitations prior to receipt of program approval or formal funding to the SCCO.

2. Committing Funds and Processing Purchase Requests (PRs and MIPRs) (GSUs use local procedures)

To establish a documented basis allowing for prompt decommitment of excess funds from purchase requests the PCO shall annotate Section G, Contract Administration Data, of contracts/modifications by typing either the word "PARTIAL" OR "COMPLETE" in capital letters for each PR number in Section G. The word "PARTIAL" indicates that the excess funds on the PR are not to be decommitted and remain available for further obligation. Conversely, the word "COMPLETE" indicates that excess funds remaining on the PR, if any, are to be decommitted and that no further obligations against that PR can be made.

3. Limitation of Cost or Funds (GSUs use local procedures)

a. The PCO must not issue contract modifications for new work, changes in existing work, or time extensions until resolution of the overrun or additional funds request. The PCO must immediately advise the program manager of the situation.

b. The PCO must promptly notify the contractor in writing to provide the latest date by which additional funds may be obligated to continue the contract without a Government-caused delay of work; the reason for the increase in rate of expenditure or estimated cost; and a cost breakdown by element of cost of the total estimated cost overrun, clearly showing the elements which changed from the original estimate. This must include the original estimate, cost to date, cost to complete, revised estimate and adjustment, in tabular format.

(1) If the contractor's estimate of the overrun is greater than the monetary limitation of ECPB Subpart 15.4, Para 3, the PCO is to initiate a request to PKXF for cost analysis, including audit review and technical evaluation of the contractor's submission. Use this threshold to determine mandatory PKXF involvement in overruns; however, seek PKXF assistance whenever ESC factfinding at the contractor's plant is deemed appropriate, or when contemplating negotiation of changes in CPIF sharing arrangements.

(2) If there is a Cost Performance Reporting (CPR) or Cost/Schedule Status Report (C/SSR) requirement in the contract, initiate a request for Program Office/Cost Analysis Division review and assessment of the contractor's overrun submission simultaneous with the request to the Pricing Division referenced in paragraph (a) above.

(3) Determine whether the supplies or services of the contract are still required.

(4) Maintain adequate follow-up to assure that the decision as to whether the overrun will or will not be funded is provided, and process the funding action or initiate the termination action according to the decision made.

(5) Advise the ACO of the action in process.

c. Reimbursement of costs incurred under contracts referred to in FAR 32.704 is limited, in the case of a fully-funded cost contract, to the estimated cost set forth in the contract schedule, and, in the case of an incrementally funded cost contract, to the amount of funds allotted to the contract for payment of costs. A contract cost overrun condition exists when the contractor is unable to complete the overall required contract effort within the contract estimated cost, whether the contract is fully or incrementally funded.

d. Do not encourage contractors to use their own funds to support cost overruns. Request the ACO to provide an estimate of the interim funding that would be required to assure continuation of contract performance pending a decision by the Government whether to fund an existing or forecasted overrun. Interim funding is permissible prior to receipt of audit.

e. Upon receipt of a late notification that a contract has been overrun, the PCO will:

(1) Determine the date by which the contractor should have provided notice.

(2) Determine the reason for the overrun, recognizing that the burden of explanation rests with the contractor.

(3) Consider whether there is any possibility that the overrun could have been foreseen.

(4) Address requests for overrun funding on physically completed contracts on a case-by-case basis.

(5) File the basis for the PCO's decision to fund the overrun (unexpected increase in negotiated overhead rates with no evidence of inadequate accounting procedures or performance, for example) in the file and furnish a copy to PKXF.

(6) If the PCO decides to refuse to fund the overrun, the PCO will notify the contractor, giving the reasons for the refusal. Furnish a copy of the decision letter to PKXF.

(7) If the PCO decides to fund an overrun, the PCO will coordinate with the cognizant administering activity to substantiate the amount of the overrun to be funded.

33. PROTESTS, DISPUTES, AND APPEALS (FAR Part 33)

33.1 Protests (FAR Subpart 33.1)

1. General (GSUs use local notification and review procedures; advise PKXC of protests and Congressional Inquiries received)

a. ESC/PKXC is the ESC protest point of contact to receive notifications of new protests and to maintain internal data on all GAO protests received.

b. Immediately upon receipt of notification of a protest or potential protest, the PCO is to inform PKXC, PK, JA, and the appropriate program manager. Also notify the assigned BP analyst for pre-award protests. Promptly provide copies of all protests and, if applicable, GAO reports or other information to JA for review. After JA reviews the documents, the PCO and the program manager will meet with the program attorney assigned to the protest to determine an appropriate course of action. The key to successful resolution of a protest is to immediately dedicate people from PK, JA, and the program office to a protest team. The PCO and the program office must, with the advice and assistance of the program attorney, draft a thorough Statement of Facts addressing each allegation of the protest (see Note below) and assemble the required number of copies of a comprehensive protest file. The file should include the

protest, relevant documentation, the Contracting Officer's Statement of Facts, and the legal review/Memorandum of Law. The PCO will coordinate this effort and, in the case of GAO protests, is responsible for SAF/AQCX receiving a complete protest file within 15 calendar days from the date of protest notification. Coordinate all PCO final decisions/protest documentation, including those for local protests, with JA and then PKXC before forwarding to PK.

Note: In constructing the PCO's Statement of Facts the preferred format for discussion of allegations is to respond to each allegation separately (i.e., allegation 1, response 1; allegation 2, response 2; etc.).

c. Process Congressional Inquiries about protests against award to PK and the Inspector General, IG.

2. Agency Protests

Pursuant to AFMCFARS 5333.103-90(b), CC has redelegated the authority to deny protests lodged at or below the center level to the SCCO, without authority to redelegate. ESC PCOs (including GSUs) must submit a complete protest file that includes all facts and documents (see General above) to ESC/PK through ESC/PKXC. The protest file should mirror (appropriately modified) the format of agency reports for a GAO protest (see AFFARS 5333.104-90(a)(2)(ii)(B) and (C)) and should include a decision letter for PK signature.

3. GAO Protests

Requests for authority to award a contract (pre-award protest) or to continue contract performance (post-award protest) must be processed in an expeditious manner to ensure a timely decision by the HCA. The PCO and program manager must work with the JA program attorney and PKXC analyst in preparing the required documentation. The request must include a Determination & Finding and be reviewed by JA and PKXC before PK coordination and submission to the HCA. D&F instructions and template are located at <https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pkp/pkoa/prottemp.doc>.

33.2 Disputes and Appeals (FAR Subpart 33.2)

PCO's Decision

Extensions to the required 60-day PCO's final decision to the contractor must be approved by PK (Director/Deputy). The decision extension request to PK (Director/Deputy) must include historical information, the reason(s) for delay, and any other pertinent facts and should be coordinated through PKXC.

33.214 Alternative Dispute Resolution (ADR) (FAR Section 33.214)

The ESC ADR Champion is Anne Donahue, BP; the ADR Facilitators are John Nunziato, PKX, and Sharlene Begley, BP. (AFMC/CC 26 Sep 00 Memorandum)

34. MAJOR SYSTEM ACQUISITION (FAR Part 34) - No ECPB Coverage

35. RESEARCH AND DEVELOPMENT CONTRACTING (FAR Part 35) (GSUs use local procedures)

35.1. Broad Agency Announcements (BAAs) (FAR Subpart 35.016)

- a. Coordinate synopses with the BOCO/COCO. See also ECPB Subpart 5.2, Para 2, Synopsis Preparation.
- b. PKR is the designee of the Director of Contracting for coordinating requirements and documenting the file that the announcement is appropriate.

35.2. Indemnification Against Unusually Hazardous Risks (AFMCFARS 5335.070)**1. Radio Frequency (RF) Spectrum Management procedures**

The following procedures should be followed in obtaining spectrum certification and frequency authorization, if the latter is required.

- a. The policy and procedures of AFI 33-118, "Radio Frequency Spectrum Management should be followed to obtain spectrum certification approval and USAF radio frequency (RF) authorizations of wireless RF devices that use or are planned to use the radio frequency (RF) portion of the electromagnetic spectrum
- b. Spectrum certification proposal(s), presented on the DD Form 1494 - Application for Equipment Frequency Allocation, should be submitted to the contracting officer for processing through the ESC Spectrum Management Office.
- c. Frequency assignment proposal(s) should be submitted, in Standard Frequency Action Format (SFAF), to the contracting officer for processing through the ESC Spectrum Management Office.
- d. Further administrative guidance and additional instructions are available from the ESC Spectrum Management Office, (781) 377-7511, 66ABW/SCBS, 51 Schilling Circle, Hanscom AFB, MA 01731-2802

36. CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS (FAR Part 36) - No ECPB Coverage**37. SERVICE CONTRACTING (FAR Part 37)****37.1 Service Contracts--General (FAR Subpart 37.1)**

1. Contractor Identification Requirements: Support contractors (prime and subcontractors) providing contracting administrative support must not be identified as the individual responsible (or government point of contact) for any contract action (solicitations, contracts, modifications), or identified as the individual responsible for a contract action in letters or other written/electronic communication. Support contractors must also comply with their contracts' Contractor Identification Requirements (AFMCFARS 5337.110-90(b) and AFMCFARS 5352.237-9001).

2. Task Requirements Procedure: Contracts for services may be written on a definite quantity, indefinite delivery basis using a Task Requirements (TR) procedure. Under this procedure, an overall level of effort is purchased under the contract and rates established for the various categories of labor. When the need for delivery of effort is identified, the PCO determines the specific level of effort (i.e., categories of labor and number of hours or man-months) required for a particular task (by discussions with the contractor) and issues the TR to the contractor. Whenever the TR procedure is used, the program

office and PCO should ensure the basic elements described in Annex 37.1, available on the PK Intranet Homepage, are contained in the program operating instructions and contract. Annex 37.2, also available on the PK Intranet Homepage, provides sample procedures for structuring and administering TR contracts.

37.2 Advisory and Assistance Services (A&AS) (FAR Subpart 37.2)

1. Determination/Decision Document (DDD) Delegation

CC has delegated to CD the authority to approve Advisory and Assistance Services (A&AS) Determination/Decision Documents (DDDs) from \$250,000 to \$49,999,999.

2. Center Advisory & Assistance Services (A&AS) Task Order Contracts Action Plan

Contracting Offices (including GSUs) are to utilize ESC's A&AS Task Order Contracts Action Plan when acquiring and managing A&AS Services under the Information Technology Services Program (ITSP). In addition, ESC's A&AS/Multiple Award Task order (MATO) Action Plan Checklist is to be used when performing semi-annual inspections for all task orders issued by contracting offices. The plan and checklist can be accessed via the ESC Intranet by selecting "Local Process Guidance" from the "ESC/PK Intranet Home Page" and then selecting "A&AS/Multiple Award Task Order Contracts".

38. FEDERAL SUPPLY SCHEDULE CONTRACTING (FAR Part 38) - No ECPB Coverage

39. ACQUISITION OF INFORMATION TECHNOLOGY (FAR Part 39)

In accordance with AFMC/CC policy directive, all contracting activities must procure Commercial Information Technology (IT) products and services through the use of the Air Force IT Superstore maintained by SSG's Commercial Information Technology-Product Area Directorate (CIT-PAD), unless an alternate source clearly provides a better value and a best value analysis has been completed. See AFMC Supplement 1, dated 5 Feb 01, to AFI 33-103, "Requirements Development and Processing" for further details. Further information may also be obtained at <http://www.itsuperstore.af.mil>. (AFMC/CC 10 Aug 00 Memorandum, "AFMC Policy on Purchasing Information Technology Products")

40. RESERVED IN FAR (FAR Part 40)

41. ACQUISITION OF UTILITY SERVICES (FAR Part 41) - No ECPB Coverage

42. CONTRACT ADMINISTRATION AND AUDIT SERVICES (FAR Part 42)

42.4 Correspondence and Visits (FAR Subpart 42.4)

Letters of Direction to Contractors

In the administration of a contract, correspondence is sometimes sent pursuant to the terms of the contract to enforce, interpret, or clarify contract terms and conditions, or to provide direction consistent with contract terms and conditions. Such correspondence is not meant to constitute a contract change within the meaning of FAR 43.1. To formally notify the contractor of this, the PCO may choose to include a disclaimer paragraph substantially as follows:

"The Government believes that your performance according to this instruction is within present contract requirements. If you disagree, you

must notify the PCO in writing within seven (7) calendar days after you receive this letter."

(Note to Buyer: The cutoff date in the above disclaimer may vary if the contract includes a different limitation negotiated under FAR clause 52.243-7, Notification of Changes.)

42.71 Voluntary Refunds (DFARS Subpart 42.71)

The ESC focal point for voluntary refunds is PKXC. When considering pursuing a voluntary refund in accordance with DFARS Subpart 42.71, as supplemented, the PCO should contact PKXC and JA for advice. PKXC will provide advice and assistance as necessary and will maintain records of all voluntary refund transactions. The PCO will provide PKXC copies of all voluntary refund transactions.

43. CONTRACT MODIFICATIONS (FAR Part 43)

43.2 Change Orders (FAR Subpart 43.2)

1. General

When possible, the PCO should include definitive work statements in undefinitized change orders to minimize the need for clarification, redirection of effort, and delay in change order definitization.

2. Issuing Change Orders (GSUs use, as appropriate)

a. In cases where the Configuration Control Board (CCB) made conditional ECP approval in the CCB directive, the PCO should resolve all comments or conditions via face-to-face discussions, telephonic discussions, or correspondence, as appropriate, before notifying the contractor of unconditional ECP approval. When the comments or conditions cannot be resolved, return the ECP to the CCB for concurrence or further direction. The PCO will not incorporate an ECP into a contract until receiving an unconditional CCB directive.

b. When notifying a contractor of the results of CCB action on an ECP, the CO letter will state that (1) the ECP was determined to be either technically acceptable, technically acceptable with comments, or rejected, and (2) the CCB action does not constitute authority to proceed until otherwise directed by the PCO.

3. Correcting, Revising, or Superseding Change Orders

Correcting, revising, or superseding a change order may invalidate an existing not-to-exceed (NTE) price; therefore, the PCO should obtain written contractor confirmation of the existing NTE prior to authorizing the change. Change order corrections, revisions, or supersessions require CCB action.

44. SUBCONTRACTING POLICIES AND PROCEDURES (FAR Part 44) - No ECPB Coverage

45. GOVERNMENT PROPERTY (FAR Part 45)

45.3 Providing Government Property to Contractors (FAR Subpart 45.3)

Providing Government-Furnished Data

The program manager shall certify in writing that all Government-furnished data is presently available -- not that it will be available when needed. If the data is being delivered under another contract the

certification must state when the data will be delivered. Include the certification in the contract file before contract award.

45.4 Contractor Use and Rental of Government Property (FAR Subpart 45.4)

Government-Furnished Computer Time (Not applicable to GSUs)

In performance of an R&D effort, the Government may furnish on a no-charge, non-interference basis, computer time/use on the Air Force Research Laboratory (AFRL), Hanscom Research Site, computer system. The appropriate AFRL division director shall approve the identification of computer equipment and hours authorized.

46. QUALITY ASSURANCE (FAR Part 46)

46.6 Material Inspection and Receiving Reports (FAR Subpart 46.6)

Requirements for Data Acceptance

Require submittal of a DD Form 250 to collectively account for completed data items that required submittal only by letter of transmittal.

47. TRANSPORTATION (FAR Part 47) - No ECPB Coverage

48. VALUE ENGINEERING (FAR Part 48) - No ECPB Coverage

49. TERMINATION OF CONTRACTS (FAR Part 49)

49.1 General Principles (FAR Subpart 49.1) (GSUs use local procedures; advise PKXC)

1. Authorities and Responsibilities

a. PKXC holds TCO authority and responsibility to terminate contracts and settle such terminations. (AFMCFARS 5349.101)

b. See ECPB Subpart 1.6, Para 9 for mandatory notice requirements before issuance of either a partial or total termination.

2. Termination Notice

Submit the following data to the PKXC TCO with the AF Form 3056:

- (1) A copy of any written direction from higher headquarters regarding the termination action.
- (2) Name and address of ACO.
- (3) DCAA office address.
- (4) Finance office address.
- (5) Name and address of property administrator.
- (6) Contract administration office address, if different from ACO address.
- (7) County in which contractor's plant is located.
- (8) Name and title of principal officer of company to be notified.

3. TCO Duties after Issuing the Termination Notice

Release of Excess Funds. When a contract administered by ESC (HAFB) is partially or completely terminated, the PKXC TCO is responsible for excess funds release. Otherwise, the PCO shall release excess funds. Make normal distribution to contract documents which release excess funds, but add the TCO as an addressee.

49.4 Termination for Default (FAR Subpart 49.4)

Termination of Fixed-Price Contracts for Default (GSUs use local procedures; advise PKXC)

a. The PCO will submit the documentation to PKXC and JA for review and coordination before forwarding the request for default investigation. PKXC will review the facts and advise PK on the merits of the proposed action.

b. See ECPB Subpart 1.6, Para 9 for mandatory notice/approval requirements before issuing a show cause or cure notice.

49.5 Contract Termination Clauses (FAR Subpart 49.5)

Special Termination Costs (Not applicable to GSUs)

Include in the request the specific rationale supporting the need for special termination cost (STC) coverage. (See also DFARS 249.501-70 and AFFARS 5349.501-70). The program and contracting office will jointly prepare requests and coordinate through FMC, both PKXC and PKXF, and the program director and forward to HQ AFMC/PK over PK (Director/Deputy) signature. Consult PKXC for advice on STC coverage.

49.70 Special Termination Requirements (DFARS Subpart 249.70)

Congressional Notification on Significant Contract Terminations (GSUs use local procedures; advise PKXC)

PCOs will immediately telephonically advise PKXC of each prospective contract termination. PCOs requesting clearance to release information on significant contract terminations will provide the data specified by DFARS 249.7001 to the PKXC TCO with the AF Form 3056 "Termination Authority." The PCO will complete Parts I, II and III of AF Form 3056, as appropriate, before submittal to the PKXC TCO. Coordinate the suggested press release (see DFARS 249.7001 and AFFARS 5349.7001-90) with the Office of Public Affairs, PAM, before submittal to PKXC.

50. EXTRAORDINARY CONTRACTUAL ACTIONS (FAR Part 50) - No ECPB Coverage

51. USE OF GOVERNMENT SOURCES BY CONTRACTORS (FAR Part 51) - No ECPB Coverage

52. SOLICITATION PROVISIONS AND CONTRACT CLAUSES (FAR Part 52) - No ECPB Coverage

53. FORMS (FAR Part 53) - No ECPB Coverage

90. CONTRACTING SUPPORT FOR SPECIFIC AIR FORCE ACQUISITIONS (AFFARS Part 90) - No ECPB Coverage

91. AFMC MAINTENANCE, OVERHAUL, AND MODIFICATION CONTRACTING (AFMCFARS Part 91) - No ECPB Coverage

95. TECHNICAL SERVICES (ECPB Part 95) (Not Applicable to GSUs)

1. MITRE: Technical Review

a. In fulfilling its mission responsibility for design, development, and acquisition of electronic systems and related equipment, ESC has contracted with the MITRE Corporation for technical services and guidance to be provided on selected programs. To provide contractual recognition for MITRE Corporation's assigned role and to facilitate cooperation with other participating contractors, contracts using MITRE will incorporate an appropriate enabling clause.

b. On existing programs, the MITRE role will be indicated in the applicable ESC/MITRE technical objectives and plans (TO&P) documents with lists of specific contracts and enabling clauses. On new programs or changes to existing programs which dictate changes in the MITRE role, a coordinated decision will be made on the role to be taken by MITRE at program management plan (PMP) or acquisition plan/single acquisition management plan preparation, whichever comes earlier, or significant revisions thereto. MITRE management and ESC/DII-AF will make this decision. Subsequently, requests for proposals (RFPs) will clearly indicate the MITRE role and resulting contracts will contain appropriate enabling clauses.

c. When MITRE is not assigned responsibility for technical oversight of performance, an enabling clause is not appropriate. If some degree of MITRE participation is desired, contact either PKXC or BP (as appropriate - see "Notice" on ECPB cover) before negotiations begin.

d. Whenever using an enabling clause, it is recommended that the applicable Contract Data Requirements List (CDRL) contain a line item entry requiring delivery of data pursuant to the enabling clause.

2. MITRE: General Systems Engineering and Integration (GSE&I)

In fulfilling its mission responsibility for management surveillance of certain electronic systems programs, ESC has contracted with the MITRE Corporation for technical services and guidance on matters pertaining to general systems engineering and integration. Contracts using MITRE to review a contractor's technical efforts will incorporate an enabling clause.

3. MITRE: Intermittent Technical Review

On ESC systems contracts which use neither the MITRE technical review (nor MITRE general systems engineering and integration), an intermittent technical review clause is appropriate. This will enable MITRE to review the effort and/or products of the contractor on an intermittent basis when requested by ESC.

96. SSG PROCESSES (ECPB Part 96)

Part A - Contracting Authority, the Clearance Process, and Other Required Reviews

1. This establishes procedures for obtaining reviews and guidance (PKX) for clearances, solicitations, sealed bid acquisitions, and other reviews as covered herein or as directed by SSG/PK. It implements the requirements of AFFARS 5301.90 and AFMCFARS 5301.90, and establishes local processes for review of contracting documents and files. It is a part of the ECPB. It applies to all SSG/PK personnel. Provide comments or suggested improvements to SSG/PKX.

2. References

- a. AFFARS Subpart 5301.90, Clearance Process
- b. AFMCFARS Subpart 5301.90, Clearance Process
- c. SAF/AQ Letter, "Field Empowerment Through Increased Approval Thresholds," 18 Jun 96
- d. ESC/CC Letter of Delegation of Authority, 4 Oct 93
- e. SSG/ED Letter of Delegation of Authority, 2 Dec 96
- f. ESC/CC Memo, Assignment of Competition Advocates, 9 Mar 98
- g. SSG/PK Letters

3. Responsibilities

a. Contracting Officer (CO):

(1) **Warrant Thresholds.** SSG/PK may delegate clearance authority for actions below \$5M to Division Chiefs and to COs. All delegations shall be made in writing and must be signed by SSG/PK or a higher authority. SSG/PK establishes unlimited warrant authority for COs, unless otherwise stated. Actions for new work or actions not covered by prior clearance are subject to different dollar amounts for individual COs. Actions over the established dollar amount require some oversight. Actions that are considered to be new work or actions not covered by prior clearance must be reviewed by SSG/PKX if valued over the CO's warrant authority, and clearance must be obtained for these actions if valued at \$5M or higher. Actions not covered by prior clearance means any contract action (to include task/delivery orders, modifications, and BPAs against GSA Federal Supply Schedules) when prices are negotiated and/or terms and conditions are being tailored. (Task orders issued using pre-priced or validated rates in the contract and existing terms and conditions of the contract, along with estimated cost reimbursement amounts under travel/ODC/etc. CLINs, do not require review by SSG/PKX or clearance unless there were other agreements reached. Delivery orders issued using prices established in the contract and other terms and conditions set forth in the contract do not require review by SSG/PK or clearance. The term "new work" means a new requirement whether in-scope or out-of-scope of the contract. A contract modification, whether in-scope or out-of-scope of the contract, will require clearance if price or terms and conditions change and the dollar amount is \$5M or more. This would include modifications to ID/IQ contracts when adding new items to the B Tables. A clause in the contract stating that changes might be made to the contract at a future time does not preclude review, clearance, or AST involvement if the modification meets the criteria of a new requirement at the dollar amounts stated. See AFFARS 5301.9005 for contract actions requiring clearance and computation of the dollar amount.) Value of each action is computed by multiplying the price of a negotiated item by one, unless there is an immediate pending action for a volume acquisition that would affect the estimated value of the contract.

(2) **Authorities for PEO/DAC and for Other Contracting.** As COCO, SSG/PK assigns the reviewing responsibility for actions above the CO's warrant authority and below \$5M to SSG/PKX. SSG/PK appoints COs with a letter designating the warrant authority level. No further delegation is authorized. Warrant levels vary among COs IAW appointment letters.

(3) **Limited Warrant Authority.** SSG/PK may issue limited warrants for Contingency Contracting Officers (up to \$200K for Level I certified personnel and >\$200K for Level II certified personnel). In addition, individuals assigned to execute small purchases and issue orders against GSA contracts shall not

have approval authority greater than \$100K aggregate value for non-commercial acquisitions and \$5M for commercial acquisitions.

b. SSG/PKX

(1) **Clearance.** When SSG/PK is the CRA or the CAA, SSG/PKX shall assist in this function. References to “the reviewing authority’s staff” shall mean the SSG/PKX reviewers. SSG/PKX will be responsible for obtaining SSG/PK Clearance Approval after resolution of comments.

(2) **Contractual Document Logs.** SSG/PKX will maintain a control log of all documents submitted for review and control logs for assignment of clearances, Acquisition Plans/SAMPs, UCAs, and J&A numbers.

(3) **Trends and Training.** SSG/PKX will analyze review comments to identify any trends and provide training as needed.

(4) **Contract Review Checklist.** SSG/PKX will use the HQ ESC/PKX Contract Review Checklist with supplemental notations added at SSG/PKX to review contract files and documents. Any other procedures or guidelines issued at SSG/PK must be followed.

(5) **Legal Reviews.** Legal review will be obtained before SSG/PK review to the maximum extent practicable.

(6) **PKX Reviews.** SSG/PKX will conduct Process Effectiveness Reviews, Under-the-Threshold Reviews, or other reviews as directed by SSG/PK.

c. Local Review Procedures:

(1) **Actions To Be Reviewed.** DD 2579s may be provided directly to the Deputy for Small Business without SSG/PKX review. In addition to FAR and supplemental clearance and solicitation review requirements, the documents listed in Table 1 require SSG/PKX review before issuance. Examples of complex actions are formal source selections and technically-acceptable/low cost competitive actions. The PCO has the option to have any contract action reviewed by SSG/PKX. Review timeframes are established based upon the nature and complexity of the contracting action. Table 1 specifies SSG/PKX processing time (working days) necessary for review and shall be included in acquisition planning accordingly:

TABLE 1
SSG/PKX REVIEW/PROCESSING TIMEFRAMES

(2) Reviews and Priority Requests. All documents shall be reviewed prior to issuance or inclusion

<u>Type Action</u>	<u>Noncomplex</u>	<u>Complex</u>
1279 Report	1	1
Acquisition Plan/SAMP	2	3
Award Fee Plan	N/A*	3
Congressional Inquiry Response	1	2
Justification & Approval (J&A)	2	2
Ratification	1	2
Request for Clearance (RFC)	2	3
Solicitation Review (>\$100K)	2	4
Solicitation Amendment	1	2
Source Selection Plan	N/A*	3
Source Selection Debrief Charts	1	2
Evaluation Standards	N/A*	2
Synopsis/CBD Notice**	1	1
Subcontracting Plans	1	1
*For review purposes, Award Fee Plans, Source Selection Plans, and Evaluation Standards are always considered to be complex.		
**SSG/PK Deputy for Small Business will review all synopses of \$50,000 or more, plus any between \$25,000 and \$50,000 if not reserved for small businesses.		

in contracts or solicitations. Documents will be reviewed on a first-in, first-out basis unless a written request for priority review is provided. All requests for priority processing must be signed at the Division Chief level or higher and adequately answer the following questions: When must the contractual action be completed? Why must the action be completed by that time? In what ways, if any, has Government delay or inaction caused the urgency under consideration? What will be the impact, financial or otherwise, if the action is not completed by the required date?

(3) Review Comments and Responses. Review comments and responses for all RFCs, solicitations, contracts, and amendments thereto, will be requested and recorded using PK Forms 64-7, Contract Review Record (and 7a, Continuation Sheet). Reviewers will attempt to cite requiring reference for comments. Division Chiefs may assist in resolving and coordinating comments below the PK level. All other reviews, such as Staff Summary Sheets, memoranda, etc., need not be requested via the PK Form 64-7; however, resolution of comments must be documented and coordinated with SSG/PKX before submission to SSG/PK. SSG/PKX signature on Form 64-7, indicating resolution of comments, is required to be included in the contract file.

(4) Review Comments from Higher Levels. The CO shall provide SSG/PKX a copy of all review comments received from ESC/PKX/BP, AFMC/PKP/A, and SAF/AQC when received. Responses to higher headquarters' comments will be coordinated through SSG/PKX. A copy of all unusual or significant legal review comments and responses thereto will also be provided to SSG/PKX within three workdays after resolution.

Part B –SSG/PK Geographically Separated Unit (GSU) Local Supplemental Procedures

SSG/PK will use ECPB procedures except where supplemented with local guidance. Some sections of the ECPB indicate that GSUs may use local procedures. When SSG/PK has unique or supplemental guidance, the procedure will be described below. This section follows the numbering and formatting of the ECPB for ease of reference. SSG/PK personnel must read this section together with the basic ECPB to obtain full and complete guidance on procedures.

1. Guidance and References to ECPB Paragraphs follow for SSG/PK:

Paragraph 1.3 Clause Control – SSG/PKX does not approve one-time use provisions and clauses before issuance, but SSG/PKX will review these provisions and clauses and provide guidance as requested. After the CO makes the required determination (See AFMCFARS 1.3) to use a special provision or clause, the CO shall forward one copy of the clause and the determination to SSG/PKX for inclusion in the central local clause repository.

Paragraph 1.4 Deviations – SSG/PK personnel will follow current SSG/PKX Procedures for Sending Documents to ESC/PK and ESC Command Section separately published and included in the SSG/PK Continuity Binder. These procedures should be used for all documents being sent to ESC/PK or ESC/CC. No documents may be sent to ESC/PK without first being reviewed or coordinated through SSG/PK.

Paragraphs 1.6 and 1.90 CO Authority and Responsibilities – These paragraphs are supplemented as covered in Part A above. Also, COs should refer to SSG/PK current guidance letters on Contracting Officer Warrant Board Procedures and Post-Award Quality Control.

Paragraph 4.1 Contract Distribution – COs and Buyers will make their own distribution of documents. Electronic (paperless) communications and contract instruments will be used to the maximum extent practicable. Use PK Form 64-6 Contract Distribution in each contract action folder to record recipients and dates.

Paragraph 4.8 Contract Files – Buyer's Files shall be maintained IAW ECPB procedures. SSG/PK Buyers and COs are responsible for finalizing closeout and retirement of contract files or as directed by the Division Chief.

Paragraph 4.70 Uniform Procurement Instrument Identification Numbers (PIINs) – The BCAS Administrator in SSG/PKX will assist in assigning PIINs for SSG contracts.

Paragraph 4.95 Accepting Transfer of a Contract – SSG/PK will follow the ECPB procedures for reviewing contracts before acceptance of transfer from another buying organization. Transferring organizations and the gaining SSG CO shall submit to SSG/PKX for review a copy of the entire contract together with a status summary of open actions and issues affecting the contract.

Paragraph 5 Publicizing Contract Actions – SSG COs/Buyers may submit synopsis notices to EPS from their personal computers. See SSG/PKX for instructions. Refer to Table 1 in Part A above for synopses review and coordination requirements. SSG/EA will review any synopsis of \$5M or more or for any significant proposed contracting action, prior to issuance. SSG/PK does not maintain a central file of all synopses.

1279 Reports of Contract Awards: COs at SSG/PK may submit their own 1279 Reports to SAF/LLP after review by SSG/PKX. Follow streamlined procedures to ensure award on the same day as or the following day after receiving authority to award. Advance coordination and submission of data to SAF/LLP is required for the streamlined procedure.

Media Announcements: It is customary at SSG for the CO to prepare media announcements of major SSG awards and forward them to HQ SSG/PA for any pending award.

Post-Award Synopsis: At HQ SSG this synopsis is prepared by the Buyer/PCO.

Paragraph 6 Competition Requirements – The Deputy Director of Contracting, SSG/PK, serves as the Competition Advocate. The Competition Advocate at SSG can approve J&As between \$500,000 and \$10,000,000, as delegated from HQ ESC/CC. The CO can approve J&As below \$500,000.

Paragraph 7 Acquisition Planning – SSG/PKX and SSG/PK will review all Acquisition Plans and SAMPs for SSG programs before submission to ESC/BP/PKX/PK.

Paragraph 9 Contractor Qualifications - SSG/PK Buyers/COs may use Tab 1 or Tab 14 (Abstract) to document the file with check of contractor qualifications, using the Excluded Parties List System on WWW. The CO shall coordinate with SSG/PKX, HQ SSG/JA, and SSG/PK before forwarding a request for suspension/debarment to higher levels.

Paragraph 13 Simplified Acquisition Procedures (SAP) - SSG/PK is FACNET certified and is authorized to use the FAR SAP threshold for acquisitions. Generally, the SSG/PK designated team for small purchases and orders against existing contracts will perform acquisitions IAW Simplified Acquisition Procedures. Reference the current Host-Tenant Agreement between Maxwell AFB and Gunter Annex for types of items and services that Gunter Annex can acquire. Refer to SSGI 64-1 for additional procedures for properly prepared purchase requests.

Paragraph 15 Contracting by Negotiation – Reference rooms are not required at HQ SSG. All solicitations of \$25K or more will be placed on an internet site (Buyers/PCOs may also use this site for solicitations between \$10K and \$25K). Refer to SSG/PKX published procedures for posting solicitations to the SSG Homepage. Only those solicitations that require synopsis or provide opportunities for submission of quotes, bids, or proposals should be posted. Draft RFPs should be posted as applicable.

Contract Writing: SSG/PK solicitations and contracts shall be prepared using ConWrite and BCAS.

Incorporation of Proposals: SSG/PK COs customarily incorporate technical proposals in information technology contracts.

Presolicitation and Preproposal Conferences: The Contracting Officer will chair these interfaces with industry.

Unsolicited Proposals: SSG/PK has designated a POC in PKX for all unsolicited proposals. Obtain advice and coordination from this POC for any such actions.

Acquisition Support Team (AST): The AST will provide assistance and guidance for all new SSG acquisitions of \$5M or more up to the threshold at which it must go to the ESC AST (ESC/BP). When the requirement is to be satisfied from an existing, pre-priced ID/IQ contract, and the CIT-PAD helps determine which contract offers the best value, the requirement need not be brought under AST purview. A significant modification to an existing contract may be subject to AST purview. Any new requirement that requires extensive planning, strategy, or follow-up implementation may require AST attention. An order issued against an existing ESC/SSG/GSA or similar type contract using prices and terms and conditions established in the contract would not require AST attention. Assistance and guidance from the AST include conduct of Quick Pass Review, formulation of strategy, access to clause repository, review of solicitations and other documents, clearance review, source selection training, and other support as required or requested. An SSG/PKX member will be assigned to each IPT for an acquisition early in the process and will provide support throughout the acquisition life cycle, pre and post award. Refer to the AST CONOPS maintained in SSG/PKX and in the Continuity Binder on T Drive.

Cost/Price Information and Support: Buyers and COs at SSG are responsible for their own cost/price negotiations, memorandums, and reports. The SSG/PKX staff will provide cost/pricing reviews, support, and training as needed. Use of ESC/PKF Matrices and Templates is optional for SSG/PK personnel.

However, when preparing documents and briefings for ESC or higher level, use of these tools is recommended. Buyers and COs should follow the standard practices for cost/price procedures and technical evaluations outlined in the ECPB and on the AFMC/PKPC web site. COs will lead negotiations with contractors.

Debriefings: All plans and charts for debriefings shall be reviewed with SSG's AST before forwarding to ESC or presentation to offerors.

Paragraph 17 Special Contracting Methods – Undefined Contracting Actions shall be reviewed by SSG/PKX and SSG/PK before issuance and before forwarding to higher levels for approval. Once issued, SSG/PK will establish a formal suspense for the definitization schedule. Status of each UCA will be on the agenda of the SSG/PK weekly staff meeting.

Paragraph 19 Small Business Programs – The Deputy Director of Contracting, SSG/PK, serves as the Deputy for Small Businesses. Coordinate synopses and DD Forms 2579 through the Deputy for Small Businesses. Reference Table 1 of Part A above.

Paragraph 27 Patents, Data, and Copyrights – All proposed software license agreements shall be submitted for review to HQ SSG/JA prior to final agreements with contractors and subsequent incorporation into contracts.

Paragraph 32 Contract Financing – Many acquisitions at SSG are accomplished with Air Force Working Capital Fund (AFWCF) citations. Buyers and COs shall be knowledgeable about identification of these funds and their proper handling. SSG/PKX has issued separate guidance, as coordinated with HQ SSG/JA/FM, for a memorandum to be placed in the contract file when using AFWCF citations. Obtain the guidance and sample memo from SSG/PKX or from the SSG/PK Continuity Binder on the T Drive.

Paragraph 33 Protests, Disputes, and Appeals – Notify SSG/PKX and SSG/PK of all protests, Congressional inquiries, and Claims. Significant actions shall be established and tracked as suspense items to be reviewed at the weekly SSG/PK staff meeting.

Paragraph 37 Service Contracting – SSG/PK will follow procedures established in AFMCFARS and AFI 63-124 for performance-based service contracting and for Functional Area Evaluators (FAEs) for service contracts. (The former AFMAN 64-108 QAE Program has not been applicable to SSG/PK acquisitions because SSG/PK is not an operational contracting function.) Buyers and COs shall prepare themselves and provide FAE training periodically. Training shall include procedures specific for each contract. Buyers and COs shall periodically review FAE's plans, logs, and surveillance records to ensure compliance.

Advisory & Assistance Services (A&AS): Requiring offices shall declare whether required services are A&AS when submitting a purchase request to SSG/PK. Refer to FAR 37 and Supplements and to SSGI 64-1 for specifics on deciding whether services are A&AS.

Paragraph 42 Contract Administration – All contracts managed by SSG/PK (excluding simplified acquisition procedures and GSA orders) shall be assigned to a CAO at DCMA or DLA for ACO responsibilities IAW FAR 42, unless otherwise approved by SSG/PK. For each award, COs will negotiate and formalize an agreement with the ACO for specific functions to be delegated or withheld.

Paragraph 49 Termination of Contracts – SSG/PK will follow guidance for notifications and TCO duties contained in the ECPB. SSG/PK will appoint one TCO for the Directorate. SSG/PKX will become involved as advisor and reviewer of termination plans and documents.

Paragraph 52 Solicitation Provisions and Contract Clauses – SSG/PKX will maintain the local one-time use clause repository.

Paragraph 53 Forms – SSG/PK uses unique forms. These forms are described below and available in the Continuity Binder on the T Drive:

PK Form 64-6 Distribution Record: This form is used to record distribution of contract documents. It captures recipients and date of distribution. It is included in each contract action file on the inside of the front cover.

PK Form 64-7 Contract Review Record: This electronic form is used to request review by SSG/PKX, to provide review comments by SSG/PKX, and to respond to review comments by SSG/PKX.

SSG/PK Contracting Directorate “How are we doing?”: This form is a customer survey which is sent out with every contracting action. It is designed to be completed by requiring offices, then folded and sent back to the CO or SSG/PK. SSG/PK collects the completed surveys and periodically assesses the degree of effectiveness and efficiency of the organization.

Annexes – SSG/PK Buyers and COs will make maximum use of samples and templates in the ECPB Annex, including the PKX Clearance and Other Review Procedures (as applicable to SSG/PKX) and the Subcontracting Plan Review and Analysis Checklist.

97. 38 EIG/PK PROCESSES (ECPB Part 97)

1. Applicability

This applies to all 38LS/LGC branches and establishes processes for the review and submission for approval of Sealed Bid and Negotiated actions, including actions using the Integrated Process Team (IPT) process. Local review requirement for any action above the local authority threshold will be determined by the Contracting Flight Chief on an individual basis.

2. Responsibilities

When 38 EIG/PK Flight Chief or Acting Chief is the Solicitation Review Authority, Contract Award Authority, Clearance Review Authority or Clearance Approval Authority as established in AFMCFARS Attachment 5301-90 or as delegated by higher level approval authorities, 38 EIG/PKW Procurement Analysts will assist in this function. Authorized delegations of the authorities vested in the 38 EIG/PK Flight Chief will be reflected in delegation memos.

3. Governing Regulations

AFFARS 5301.90, AFMCFARS 5301.90, and ECPB Subpart 1.90. Contractual actions requiring review and approval are set forth in AFFARS 5301.9005-1.

4. Definitions

The following definitions are in addition to those covered in AFFARS 5301.90 and supplements thereto:

(1) "Request for Document Review" refers to the document accomplished using the format in ECPB Annex 97.1, available from the WWW PK Intranet Homepage which is prepared by the contract specialist and signed by the PCO to request initial review of contractual actions, unless the action is being accomplished using the IPT process.

(2) "Request for IFB Review" refers to the document accomplished using the format in ECPB Annex 97.1, available from the WWW PK Intranet Homepage which is prepared by the contract specialist and signed by the PCO to request approval to release a sealed bid solicitation.

(3) "Request for Contract Approval" refers to the document accomplished using the format in ECPB Annex 97.1, available from the WWW PK Intranet Homepage prepared by the contract specialist and signed by the PCO to request approval to award a contract resulting from a sealed bid solicitation.

(4) "Resolution Meeting" means the meeting held by the Procurement Analyst with the Contract Specialist and/or PCO after completion of the initial review to discuss comments or ask questions to ensure all parties have an understanding of the actions needed to ensure the contractual action meets the objectives and standards of AFFARS Part 5301.90.

(5) "Compliance Review" means the review accomplished by the LGCW Procurement Analyst to determine that review comments have been appropriately resolved and that the objectives and standards of AFFARS Part 5301.90 have been met prior to submission to the Reviewing and/or Approval Authority for action. For IPT actions, this review will occur immediately prior to submission to the Review or Approval Authority for action and is separate from the in-process reviews.

5. Review/Approval Requirements for Contractual Documents/Actions

The following procedures apply to Sealed Bids (including Two-Step Invitation for Bids (IFBs)) and Negotiated actions. The term "contractual document" refers to solicitations, letter request for two-step IFBs, amendments, and contract or modification awards (including definitization of letter contracts). The term "contractual action" refers to solicitation and amendment reviews and clearance reviews.

(1) PCOs shall thoroughly review all contractual documents regardless of dollar amount to ensure the objectives of the clearance process in AFFARS 5301.90 are met.

(2) The value of contract actions will be determined IAW AFFARS 5301.9005-2 and supplements thereto.

Note: Solicitation amendments that do not add new line items, increase quantities, or increase the scope of the work required will be considered to have the same estimated value amount as the solicitation which they are amending. Solicitation amendments which add new line items, increase quantities, or increase the scope of the work required will be considered to have the estimated value amount of the original solicitation being amended plus the value of the additional items or work. Amendments to solicitations that change only the due date for bids/offers do not require review and approval.

(3) When the estimated dollar value of the contractual action is within the authority delegated to PCO, formal review and approval procedures will not be used. The PCO will ensure the document complies with all requirements and this will be evidenced by release of the initial letter request, solicitation, or amendment; commencement of negotiations; issuance of requests for final proposal revisions; or signature on the contract document.

(4) When the estimated dollar value of the contractual action exceeds the authority delegated the PCO, review must be accomplished by the LGCW Procurement Analyst. Resolution of comments and compliance review will occur prior to submission to the Approval Authority. Recommendation of the Review Authority and Approval of the Approval Authority must be obtained prior to issuance of

solicitations and amendments; release of letter request; commencement of negotiations; release of requests for final proposal revisions; or award of contract document.

(5) Contractual actions with estimated value amounts above \$50M will be submitted to higher headquarters or other appropriate positions for review and approval IAW AFMCFARS 5301.90 and ECPB Subpart 1.90. Contact LGCW Procurement Analysts for guidance on sealed bid actions in this category.

(6) When urgent situations arise and comments cannot be resolved prior to release, discuss this situation with the LGCW Procurement Analyst who will discuss the situation with the Review and/or Approval Authority. These situations will be worked on a case-by-case basis and every effort will be made to avoid delay of the action if concerns can be satisfied at a later date.

6. Content and Submission of Files for Review and Approval

a. Actions will be reviewed solely on the merits of the documentation submitted. Contractual documents and supporting files must be complete when submitted for review; must follow applicable procurement regulations, policies, and procedures; and must demonstrate a sound business approach. A document or file may be deemed unacceptable if it does not adequately address the essential elements of the requirement or if substantive contractual or legal irregularities require corrections which amount to a major revision to the contractual document or its supporting file documentation. See AFFARS 5301.9007 for submission and content requirements for negotiated actions. Discuss submission and content requirements with the LGCW Procurement Analysts for sealed bid actions.

b. Documents submitted to LGCW will be processed through the Branch Chief for assignment unless they are being accomplished using the IPT process. For IPT actions, process directly to the LGCW IPT Procurement Analyst.

7. Accomplishment of Reviews

a. For actions not using the IPT process, initial review of documents will be accomplished after all documents are in final form and officially submitted to LGCW. In-process reviews of specific documents will be accomplished upon request, workload permitting.

b. For actions using the IPT process, review of draft documents and consultation with document preparers will occur while the document is in-process. Reviews accomplished under the IPT process will be less structured and will occur as the documents become available or are accomplished.

c. Compliance reviews will be accomplished for all actions, unless no comments are required during the initial review. Any required corrections identified during the compliance review, will immediately be discussed with the Contract Specialist and/or PCO so expeditious resolution can occur.

d. After completion of the compliance review, the LGCW Procurement Analyst will recommend in writing to the Review and/or Approval Authority the action to be taken; prepare any documents required for approval; and maintain the Clearance number logs and assign numbers.

8. Comment Annotation and Response

a. For actions not using the IPT process, review comments will be typed, provided in memo format, and sequentially numbered. The memo will be dated and signed by the LGCW Procurement Analyst who will be functioning as the Reviewing Authority Assistant. Responses to review comments will be typed,

provided in memo format and numbered to correspond to the applicable review comment number. The memo will be dated and signed by the PCO and provided with the file when submitted for compliance review.

b. For actions using the IPT process, comments may be provided by any IPT member and may be oral or in written form. Comments will address errors, omissions and recommendations deemed necessary. Oral comments may be appropriate when the comment can be resolved by immediate changes to the document or file with the knowledge of all involved team members. Documentation of comments will be necessary when resolution cannot take place or be verified immediately. Oral responses to written comments which result in immediate resolution and agreement will be annotated by the team member making the comment. Written responses to comments may be provided to facilitate resolution of comments, or to document any issues which cannot be resolved by the responsible Team members.

c. When applicable, LGCW Procurement Analyst will cite the controlling regulation, directive or policy with the comment.

d. LGCW Procurement Analyst may recommend suggested improvements. These comments call for a subjective decision by the PCO as to when, how, or if the suggested improvement will be accomplished. Suggested improvements generally involve changes, additions, or deletions of a nature intended to improve the contract document or file, i.e., more professional, easier to read and understand, logical flow down, file structure, etc.

9. Resolution Meetings

a. For actions not accomplished using the IPT process: When the initial review is completed, if the LGCW Procurement Analyst believes a resolution meeting is needed, one will be scheduled with the Contract Specialist and/or PCO, prior to finalization of the comments. Corrections and explanations may be provided at this time which will negate the need for a comment. If a meeting is not scheduled by the LGCW Procurement Analyst, and after receipt of the review comments, the Contract Specialist and/or PCO have questions or take exception to any comment, they may request a resolution meeting with the Procurement Analyst.

b. For actions being accomplished using the IPT process: Resolution meetings will occur within the team structure.

c. If the involved parties are unable to resolve areas in question or conflict, the issue will be elevated to the Review Authority for resolution.

10. Review Timeframes

a. Initial reviews should be completed within five (5) workdays after receipt. Reviews received after 1400 hours will be considered as received the next workday. Regardless of the time on the day when a review is completed, that day will be considered a day of review. If a resolution meeting is required by the LGCW Procurement Analyst, review time will end once the resolution meeting is scheduled.

b. Compliance reviews should be completed within 8 workhours after receipt. When the IPT process applies, compliance reviews should be completed within 8 workhours after receipt, provided all documents have been reviewed previously during the in-process reviews.

c. These timeframes should be considered when completing Acquisition Plans, milestone charts or other documents reflecting timeframes.

d. The order for review is first in, first out. Contracting actions requiring priority review will be accompanied by a statement of urgency signed at no lower than Branch Chief level.

11. LGCW Retention File Documents

LGCW will maintain retention files, softcopy or hardcopy, for all documents reviewed. The LGCW Procurement Analyst will make copies of or obtain the following documents, if applicable, as reviews are completed or request the documents from the contract specialist if they were not available or obtained when the files were being reviewed:

- (1) A copy of the Request for Document Review and review comments.
- (2) A copy of the responses to the review comments.
- (3) A copy of the legal review comments and responses to same.
- (4) A copy of the Request for IFB Review, Request for Contract Approval, Request for RFP Review Memo, or Request for Clearance Memo.
- (5) A copy of the reviewed solicitation or amendment document and/or a copy of all reviewed solicitations and amendments, as issued.
- (6) A copy of the signed Approval to Release IFB or RFP, Approval to Release Amendment, Approval to Award Contract, Clearance, after signature.
- (7) Copies of any other documents the Procurement Analyst deems necessary or appropriate.

CC. CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)(AFFARS Appendix CC)

See ESC/PK Operational Instruction 64-101, "Wartime Material Support Contingency Contracting Plan" and associated documents which can be found on the ESC/PK Intranet Home Page under "Contingency Plans."

DD. SIMPLIFIED ACQUISITION OF BASE ENGINEER REQUIREMENTS (SABER) PROGRAM (AFFARS Appendix DD) - No ECPB Coverage

ANNEX 1.1

SAMPLE STAFF SUMMARY SHEET

PCO	Coord
PK	Coord
BP	Coord
CCT	Process
CC	Info
CCT	Process

Package for Discussing New Awards with the Selected Company

1. In anticipation of a (Program Name) award, the attached package has been prepared for use in your contract award telephone call to (Company Name) corporate management.
2. Tab 1 identifies the CEO; the CEO's telephone number; and contract information. Tab 2 contains a copy of special warranty or other special contract provisions(s), such as options tied to milestones, special funding liability provisions, or unique down-select procedures. (NOTE: Only unique special provisions need be included under this tab. If none apply, so state.)

//Signed//

Program Director

* 2 Tabs

1. Talking Paper
2. Special Provisions

* Only Tab 1 is provided with this sample package since Tab 2 is self-explanatory

FOR OFFICIAL USE ONLY (When filled in)

ANNEX 1.1 (Cont'd)
FOR OFFICIAL USE ONLY (When filled in)
TALKING PAPER

PROGRAM NAME: _____

DATE/TIME SET FOR AWARD ANNOUNCEMENT: _____
Date Time

CONTACT: - Name and location of proposed contractor
- CEO's full name and title (include nickname, if applicable)
- Telephone: (Area code) - Number and extension

PROGRAM DESCRIPTION: (Short)

SIGNIFICANT POINTS: (For CC Information)

CONTRACT INFORMATION:

BASIC CONTRACT

- Type of contract: (Spell out - don't use acronyms)
- Basic contract value \$_____.
- Period of performance
- Deliverables
- Types of funds used and respective amounts

OPTION(S) (State how many)

- Total value of all options: \$_____.
- Type of contract for each (if all same, state type only once)
- Breakout for each option
 - Dollar value/type of funds \$_____ (3080)
 - Quantity: _____
 - Period of performance

GOVERNMENT PROGRAM MANAGER: Name, Office Symbol, Telephone Number

PCO: Name, Office Symbol, Telephone Number

NOTE: Two or three bulletized strengths and two or three weaknesses *must be* included *only* in the Talking Paper for awards made as a result of a median or agency level source selection.

ANNEX 1.2**CLEARANCE PROCEDURES
FOR SOLICITATIONS/CONTRACT DOCUMENTS**

1. Actions will be reviewed solely on the merits of the documentation submitted. Contractual documents and supporting files must be complete when submitted for review; must follow applicable FAR regulations, policies, and procedures; and must demonstrate a sound business approach. When tight schedules require that files be submitted for review with missing or incomplete supporting documentation, list these items on the ECPB Format 1314, Contract Document Review Record, or on an attachment to the form. Omitted or incomplete documentation may subsequently be required to be submitted for review.
2. Where appropriate, the controlling regulation, directive, or policy is to be cited with any comment. The following are examples of incorrect entries and omissions that will result in a comment:
 - a. Non-compliance with a governing regulation, directive, or written policy.
 - b. Incorrect entries or oversights that affect cost, performance, delivery, or payment.
 - c. Absence of required contracting and legal approvals or reviews accomplished at the incorrect level of authority.
 - d. Incorrect entries, ambiguities, or omissions that affect or obscure the essence of the negotiated terms and conditions.
 - e. Omission of contract clauses having required effective dates which occur on or before the date the document is submitted for review.
 - f. Failure to obtain required approvals for use of GFP or authorization of base support.
 - g. Failure to comply with, or otherwise resolve, previous PKX, BP, or legal comments.
 - h. Failure to include in the file a fully-certified purchase request(s) sufficient to cover the amount being obligated in the contractual document.
 - i. Incorrect entries in a solicitation which, if not resolved during negotiations, are likely to obscure the essence of the terms and conditions or otherwise affect cost, performance, delivery, or schedule.
 - j. Omitted, unsigned, or incomplete documents supporting the action.
 - k. Incorrect entries on forms such as DD Form 350, DD-LA(AR) 1279 Report, or DD Form 1547.
 - l. Incorrect entries on the title, date, or FAR reference for contract clauses.
 - m. Incorrect entries related to AMIS contract format requirements.
3. Clerical errors may be annotated on the contractual document.

ANNEX 1.2 (Cont'd)

4. PKXC or BP may recommend suggested improvements. These comments call for a subjective decision by the PCO as to when, how, or if the suggested improvement will be accomplished. The PCO must document the rationale for not concurring with a suggested improvement in the contract file. Suggested improvements generally involve changes, additions, or deletions of a nature intended to improve the contract document or file (i.e., more professional, easier to read and understand, logical flow down, file structure, etc.).
5. For competitive solicitations, resolve comments before issuance of the RFP. For noncompetitive actions, resolve comments before requesting clearance to begin negotiations (if traditional pricing is used) or to conclude negotiations (if IPT pricing is used). For competitive actions, resolve comments before requesting clearance to either award without discussions or request final proposal revisions. Comments regarding file documentation may be resolved before or after distribution.
6. A document or file cannot be approved if it does not adequately address the essential elements of the requirement or if substantive contractual or legal irregularities require corrections which amount to a major revision to the contractual document or to its supporting file documentation. Of particular significance are incorrect entries or omissions that affect cost, performance, delivery, and payment, or that affect or obscure the essence of the negotiated terms and conditions.
7. The CRA or CAA may require a final clearance and coordination meeting to resolve differences of opinion on PKXC or BP comments.

ANNEX 1.3**Sample Determination/Memorandum
For One-Time -Use Provisions/Clauses****One-Time-Use Provision/Clause Determination/Memorandum**

SOLICITATION/CONTRACT NUMBER: _____

CLAUSE TITLE: _____

CLAUSE DATE: _____

UNIFORM CONTRACT FORMAT SECTION: _____

APPLICABLE FAR PART/SUBJECT AREA: _____

INITIATOR NAME: _____ PHONE #: _____

JUSTIFICATION: _____

LANGUAGE: _____

I have determined that this one-time-use provision/clause does not duplicate or deviate from the FAR and FAR Supplements and is necessary for use in this contractual action.

Contracting Officer Signature_____
Date

Office Symbol: _____

Phone: _____

**ANNEX 1.90.1
OTHER CONTRACTING**

(Includes, but is not limited to, contracts for local purchase & other operational support; replenishment spares; programmed depot maintenance; weapon system modifications which do not involve significant development; contractor logistics support; manpower support; and science technology. (AFFARS 5302.101))

J&A REVIEW & APPROVAL

	REVIEW	APPROVE
≤ \$500K	Program Manager	Contracting Officer
>\$500K to <\$10M	Program Manager, Contracting Officer	Competition Advocate
> \$10M to ≤ \$50M	Program Manager, Contracting Officer, Competition Advocate, Senior Center Contracting Official (ESC/PK)	AFMC/CC (Delegable to a general officer or SES (FAR 6.304(a)(3)))
> \$50M	Program Manager, Contracting Officer, Legal, Competition Advocate, Chief of the Contracting Office (AFFARS 5302.101), Senior Center Contracting Official (ESC/PK), AFMC/CC (Delegable to a general officer or SES (FAR 6.304(a)(3)))	SAF/AQ

ACQUISITION PLAN REVIEW & APPROVAL

	NON-INFORMATION TECHNOLOGY	
	REVIEW	APPROVE
\$5M to < \$50M	Chief of the Contracting Office (AFFARS 5302.101)	ESC/CC (Delegable)
> \$50M to < \$500M	Senior Center Contracting Official (ESC/PK)	ESC/CC
≥ \$500M	SAF/AQC	Principal Deputy Assistant Secretary of the AF (Acquisition & Mgmt) (PDASAF (A&M))

INFORMATION TECHNOLOGY NOT INTEGRAL TO A WEAPON SYSTEM

	REVIEW	APPROVE
\$5M to < \$15/30M <i>(Means \$15M or more in any FY or \$30M or more for all program years)</i>	Chief of the Contracting Office (AFFARS 5302.101)	ESC/CC (Delegable)
≥ \$15/30M to < \$120M	Senior Center Contracting Official (ESC/PK)	ESC/CC
\$120M & Above	SAF/AQC	Principal Deputy Assistant Secretary of the AF (Acquisition & Mgmt) (PDASAF (A&M))

CLEARANCE REVIEW & APPROVAL AUTHORITIES

	RFP/CLEARANCE REVIEW	CLEARANCE APPROVAL	
		Competitive	NonCompetitive
< \$5M	Chief of the Contracting Office (Delegable to no lower than the CO)	Source Selection Authority	Chief of the Contracting Office (Delegable to no lower than the Contracting Officer)
< \$50M	Chief of the Contracting Office (May be delegated down one level)	Source Selection Authority	Chief of the Contracting Office (Has been delegated by ESC/CC)
≥ \$50M to < \$500M	Senior Center Contracting Official (ESC/PK) (May be delegated to the Chief of the Contracting Office or Buying Office Contracting Official)	Source Selection Authority	Senior Center Contracting Official (ESC/PK)(Has been delegated by ESC/CC)
≥ \$500M	AFMC/PK (May be delegated to the SCCO on a case-by-case basis)	Source Selection Authority	ESC/CC (ESC/CC may delegate this authority)

ANNEX 1.90.2

PROGRAM EXECUTIVE OFFICER (PEO)/DESIGNATED ACQUISITION COMMANDER (DAC) PROGRAMS

("PEO" means the corporate operating official who supervises an assigned portfolio of mission-related programs.. "DAC" means, in AFMC, the individual who supervises execution of programs that are not assigned to a PEO. The commanders of AFMC product centers... act in this capacity. (AFFARS 5302.101)

J&A REVIEW & APPROVAL

	REVIEW	APPROVE
<\$500K	Program Manager	Contracting Officer
>\$500K to ≤\$10M	Program Manager, Contracting Officer	PEO or ESC Competition Advocate (DAC delegated to Comp. Adv)
>\$10M to ≤\$50M	Program Manager, Contracting Officer, Competition Advocate, Buying Office Contracting Official, Senior Center Contracting Official	PEO/DAC (Delegable to a general officer or SES (FAR 6.304(a)(3))
> \$50M	Program Manager, Contracting Officer, Legal, Competition Advocate, Buying Office Contracting Official, Senior Center Contracting Official, PEO/DAC	SAF/AQ

ACQUISITION PLAN REVIEW & APPROVAL

	NON-INFORMATION TECHNOLOGY	
	REVIEW	APPROVE
\$5M to < \$50M	Buying Office Contracting Official	Single Manager (Includes System Program Director, Product Group Manager, Materiel Group Manager, and Technology Director)
> \$50M to < \$500M	Senior Center Contracting Official	PEO/DAC
\$500M & Above	SAF/AQC	Principal Deputy Assistant Secretary of the AF (Acquisition & Mgmt) (PDASAF(A&M))

INFORMATION TECHNOLOGY NOT INTEGRAL TO A WEAPON SYSTEM

	REVIEW	APPROVE
\$5M to < \$15/30M (means \$15M or more in any FY or \$30M or more for all program years)	Buying Office Contracting Official	Single Manager (Includes System Program Director, Product Group Manager, Materiel Group Manager, and Technology Director)
> \$15/30M to < \$120M & non-MAIS	Senior Center Contracting Official	PEO/DAC
\$120M & Above & MAIS	SAF/AQC	Principal Deputy Assistant Secretary of the AF (Acquisition & Mgmt) (PDASAF(A&M))

CLEARANCE REVIEW & APPROVAL AUTHORITIES

	RFP/CLEARANCE REVIEW	CLEARANCE APPROVAL	
		Competitive	NonCompetitive
< \$5M	Buying Office Contracting Official (Delegable to no lower than the CO)	Source Selection Authority	Single Manager (SPD) (Delegable to no lower than the CO or equivalent level in the program management chain)
< \$50M	Buying Office Contracting Official	Source Selection Authority	Single Manager (SPD)(Delegable to the System Support Manager or Development System Manager)
≥ \$50M to < \$500M	Senior Center Contracting Official (ESC/PK) (May be delegated to the Buying Office Contracting Official on a case-by-case basis)	Source Selection Authority	PEO/DAC (Delegable to the Single Manager (SPD) on a case-by-case basis)
≥ \$500M	AFMC/PK (May be delegated to the SCCO on a case-by-case basis)	Source Selection Authority	PEO/DAC (Delegable to the Single Manager (SPD) on a case-by-case basis)

ANNEX 4.1

(Date to be completed by PKXA)

(Complete with your office symbol)

(Fill in your contract, modification, or delivery order number, as appropriate)

(Insert contractor's name and address)

Enclosed is your copy of the subject contract document. Please acknowledge your receipt of the document by completing and signing the endorsement below and returning this letter immediately to the following address:

ESC/(Your 3-letter office)
Attn: (Insert name of PCO or buyer)
Hanscom AFB, MA 01731-XXXX

(PCO Signature Block)

CONTRACTOR'S ENDORSEMENT

Receipt Date of Document(s): _____

Received by: _____

Signature and Date

ANNEX 15.4**PCO CHECKLIST FOR DEFECTIVE PRICING AUDITS****Background Facts**

1. Are the facts stated in the audit report consistent with the events which actually occurred during negotiation of the contract actions? (If not, how do they vary?)
2. If submitted data was defective:
 - a. To what extent did the defect affect the government's prenegotiation objective?
 - b. To what extent did the defect affect the final negotiated price (i.e., did the contractor orally disclose the defect, etc.)? Unless disclosed prior to final price agreement, the defect is legally presumed to have resulted in negotiation of a higher price.
3. If disclosures were made by the offeror before final price agreement which involve the data which DCAA maintains to have been defective, did the offeror make a meaningful submission such that the PCO/PKXF could have understood the significance of the new data to the price/cost of the contract action without extensive government analysis?
4. If DCAA maintains that more current data existed, as of the date of final price agreement, than the data offeror disclosed to the government to support its price proposal:
 - a. When was this more current data reasonably available to the contractor (i.e., internal to the company whether known to the company's negotiators or not)?
 - b. What effect would this more current data have had on the government's prenegotiation position (and why)?
 - c. What effect would this more current data have had on the final negotiated price (and why, if different than b. above)?

Sweeps

5. Did the offeror provide cost or pricing data (for the first time) concurrent with submission of its certificate (or at any other time after final price agreement, but before award)?
6. If so, did that supplemental data relate to the suspected defects on which the DCAA's defective pricing position is presently based?
7. If so, how did the PCO handle the impact of the supplemental data in relation to the pricing of the contract action?

Offsets**ANNEX 15.4 (Cont'd)**

8.a. Are offsets claimed by the contractor? (Offsets are cost or pricing data not disclosed prior to final price agreement which, if disclosed, would have supported a higher cost than the data which was submitted to support the offeror's proposal).

b. If so, have the offsets been "certified" as a contractor claim?

c. Did contractor "knowingly" fail to disclose during price negotiations the data which is now claimed as an offset?

d. What effect, if any, would the offset cost or pricing data have had on price negotiations if the data had been submitted to the government prior to final price agreement?

Interest

9.a. Has the contractor received payment for any of the items of which the price(s) have been overstated as the result of the defective pricing?

b. For each affected line item, when, and by how much was contractor overpaid?

ANNEX 19.1**SUBCONTRACTING PLAN REVIEW AND ANALYSIS CHECKLIST**

Company Name

Docket No.

Division

Location

Contract/Solicitation No.

Has the PCO met the Requirements of FAR 19.705 and DFARS 219.705?

Yes

No

Does a Commercial Plan Apply? (FAR 19.701 & 19.704(d))

Yes

No

Does a Master Plan (MP) Apply? (FAR 19.701 & 19.704(b))

Yes

No

If a Master Plan applies:

a. Effective period is _____.

b. Is evidence of ACO approval provided?

Yes

No

c. Is ACO approval on file in BC?

Yes

No

1. Are separate percentage goals proposed? (N/A for Master Plans)

Yes

No

(FAR 19.704(a)(1))

a. Small Business _____%

b. Veteran-Owned Small Business _____%

c. HUBZone Small Business _____%

d. Small Disadvantaged Business _____%

If approval of the goal is required, is it shown?

Yes

No

(DFARS 219.705-4 requires SDB goals of less than 5% be approved two levels above the CO.)

e. Women-Owned Small Business _____%.

f. Is anticipated use of HBCUs and MIs in the SDB goal addressed?
(DFARS 219.704(a)(1)) (N/A for commercial item subcontracting plans.)

Yes

No

2. Does the plan contain a statement of the total dollars planned to be subcontracted for an individual plan; OR a statement showing the offeror's total projected sales, expressed in dollars and total projected value of subcontracts to support the sales for a commercial plan; and separate amounts that are planned to be subcontracted to SB, Veteran-Owned SB, HUBZone SB, SDB and Women-owned SB, and if applicable, total projected subcontracts to support the sales for a commercial plan? (FAR 19.704(a)(2) and 52.219-9(d)(2)(i))

- a. Total Subcontract Dollars \$_____
- b. Small Business Subcontract Dollars \$_____
- c. Veteran-Owned Small Business Subcontract Dollars \$_____
- d. HUBZone Small Business Subcontract Dollars \$_____
- e. Small Disadvantaged Business Subcontract Dollars \$_____
- f. Women-Owned Small Business Subcontract Dollars \$_____

3. Does plan include description of principal types of supplies and services to be subcontracted and identification of the types planned for subcontracting? (FAR 19.704(a)(3)) Yes
No

Check appropriate box:

- a. Small Business_____
- b. Veteran-Owned Small Business_____
- c. HUBZone Small Business _____
- d. Small Disadvantaged Business_____
- e. Women-Owned Small Business____
- f. Other Business Categories_____

4. Is method used to develop proposed goals stated? (FAR 19.704(a)(4)) Yes
No

5. Is method used to identify potential sources for solicitation purposes described (i.e., existing company source list, veteran service organizations, Procurement Marketing and Access network (PRO-Net) of the SBA..)? (FAR 19.704(a)(5))

Yes

No

6. Does the plan include a statement as to whether or not the offeror included indirect costs in establishing subcontract goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with: (FAR 19.704(a)(6))

- | | | |
|---------------------------------|-----|----|
| a. Small Business | Yes | No |
| b. Veteran-Owned Small Business | Yes | No |
| c. HUBZone Small Business | Yes | No |
| d. Small Disadvantaged Business | Yes | No |
| e. Women-Owned Small Business | Yes | No |

7. Is the name of an individual employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual included? (FAR 19.704(a)(7)) Yes No
- a. Name _____
- b. Title _____
8. Does plan describe the efforts contractor plans to undertake which will ensure SB/HUBZone SB/SDB/Women-Owned SB firms have equitable opportunity to compete for subcontracting? (FAR 19.704(a)(8)) Yes No
9. Is flowdown clearly and adequately covered: (FAR 19.704(a)(9))
- a. "Utilization Clause," 52.219-8? Yes No
- b. Will subcontractors (other than Small Business Concerns) that receive subcontracts in excess of \$500K (\$1M for construction) be required to adopt a plan in consonance with the 52.219-9? Yes No
10. Does plan contain assurances that contractor will (FAR 19.704(a)(10)):
- a. Submit periodic reports showing compliance? Yes No
- b. Cooperate in any studies or surveys as may be required? Yes No
- c. Submit required Standard Forms 294 and 295? Yes No
- d. Ensure that its subcontractors agree to submit SFs 294 and 295? Yes No
11. Does plan contain description of types of records that will be maintained to demonstrate compliance with requirements and goals (including establishing source lists, and a description of the offerors efforts to locate small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses and to award subcontracts to them)? (FAR 19.704(a)(11)) Yes No
12. Does plan, as submitted, clearly demonstrate a program to provide maximum practicable opportunity for SB/Veteran-Owned SB/HUBZone SB/SDB/Women-Owned SB participation? Yes No
13. Do you believe an incentive clause would be appropriate? (19.705-1) Yes No

Buyer Signature_____
Date_____
PCO Signature_____
Date

BOCO/COCO Signature (If applicable)

Date

ANNEX 37.1**Task Requirements (TR)**

Following are suggestions that should be considered by the PCO and Program Office when using Task Requirement Notices (TRNs):

A. Identification of TR.

1. The program office/requiring activity should identify and write the TR, its revisions or amendments, and submit them to the office designated for administration (see B. below).

2. The written TR should include:

a. A cover sheet with:

- (1) Date of document preparation.
- (2) TR Title.
- (3) TR Number.
- (4) Identification of office and individual preparing TR with phone number.
- (5) Date for TR completion.
- (6) Contractor.
- (7) Contract and order number.
- (8) Contracting office.
- (9) Administrative control office.

b. The TR description identifying:

- (1) Specific program requirements or reference thereto (e.g. attached statement of work).
- (2) Estimated level of services required (i.e. level of effort).
- (3) Work breakdown structure (if appropriate).
- (4) Schedules.
- (5) Relevant program history including cost and technical data available or reference thereto.
- (6) Acquisition strategy: competitive or sole source; contract type; any other pertinent information.
- (7) List of classified documents required (use only unclassified documents if possible).

ANNEX 37.1 (Cont'd)

c. Other relevant attachments such as:

- (1) A Contract Data Requirements List, DD Form 1423 or AFMC Form 707, 708, or 709.
- (2) A Purchase Request (AFMC Form 36) with Government estimated cost if it is necessary to increase the funded LOE to perform the TR.
- (3) A Contract Security Classification Specification, DD Form 254, if necessary.
- (4) A Security Classification Guide, if necessary.

d. An evaluation format which will allow the contractor to clearly and meaningfully report progress and completion of the TR (This may not be necessary if contractual procedures have already been established for reporting and evaluation in the contract itself; in which case, a statement that procedures exist in the contract should be included).

3. Revisions and amendments to TRs should similarly be written with an identifying cover sheet, adequate description which clarifies the revision or amendment, and relevant attachments.

B. Administrative Control of TRs.

1. The requiring activity should designate an office for administration of the TRs.

2. The administering office should:

a. Aid the program office/requiring activity in preparation of the TR and continue interchange of information with them as necessary.

b. Review all TR contents and related material for adequacy, including assurance that:

- (1) Estimated cost is reasonable for the effort to be performed.
- (2) TR is properly funded. (TRs are not funding documents, however.)
- (3) Government efforts are not duplicated.
- (4) Efforts do not involve inherently governmental functions.
- (5) TR is within scope contract.
- (6) TR can be performed within the limits of the contract (e.g., remaining level of effort, funding).
- (7) Data items contain standardized labor category and SOW task expenditure information for contractor reporting (See D below).

c. Coordinate the TR package with at least the following organizations:.

ANNEX 37.1 (Cont'd)

(1) Comptroller, ESC/FM.

(2) Acquisition Security (when a DD Form 254 is required).

d. Assist and coordinate with other concerned offices as necessary.

e. Insure the proper office is identified for acceptance of all deliverables.

C. Contracting for the TR.

1. The PCO should review and determine adequacy of the TR contents and all related material (review of administering office's checklist, Section B.2.b herein, should aid in accomplishing this).

2. Ensure proper funding exists.

3. Ensure that the TR is consistent with the procedures outlined in the contract.

4. Verify rates, ability to perform, costs and schedules with the contractor.

5. Issue the TR.

D. Contract Administration.

1. The PCO should establish procedures to ensure audits are requested on the initial invoices and every six months thereafter.

2. Ensure contractor invoices are being received by the PCO and program office. The PCO should review the invoices for compliance with special payment provisions. The program office should use them to perform variance analysis on expended hours versus contract baseline for the period of performance or statement of work tasks.

ANNEX 37.2**INSTRUCTIONS FOR
PROCESSING TASK REQUIREMENT NOTICES (TRNs)**

1. Objective: To establish procedures for the processing and control of TRN's required for the Systems Engineering Support and Integration Program in support of the (XXXXXX Program Name).
2. A TRN is used to identify or refine the definition of a specific task to be performed by the contractor under this contract. Such tasks must fall within the scope of the contract and not constitute a change to contract requirements. The work to be performed is subject to the surveillance and technical direction of a technical representative defined hereunder in paragraph 3.a. Technical direction is defined as Government direction to the contractor which fills in details; suggests lines of inquiry, and more specifically defines the work set forth in the Statement of Work of this contract, and directs the expenditure of contracted level of effort in fulfillment of such direction.
3. Responsibilities and Procedures.
 - a. The Contracting Officer Technical Representative (COTR) shall be appointed in writing by the PCO and is responsible for the issuance of written Technical Directions. For the Technical Direction to be valid, it:
 - (1) Must be issued in writing consistent with the general scope of the contract/SOW and not constitute a change to contract requirements,
 - (2) Shall not commit the Government to any adjustment to the estimated cost or funds allotted to the contract.
 - b. Procedures.
 - (1) The COTR will issue direction to the contractor through the PCO within the guidelines established in paragraph 3.a. above. The vehicle for this direction shall be a fully coordinated Task Requirement Notice (TRN) prepared in accordance with Attachment A (3 pages) to this Instruction.
 - (2) The COTR will deliver the TRN to the PCO who will provide it to the contractor. This will include an explicit request for expeditious review and written concurrence/certification that the TRN effort to be accomplished on the specific undertaking will result neither in an increase in contract estimated cost nor impact in the delivery performance requirements of the contract. Furthermore, the COTR will state that the TRN effort is within the scope of and is not a change to the Statement of Work or any other part of the contract. The contractor will also be requested to set forth the impact of the TRN effort in terms of resources, schedule and other impacts.
 - c. In the event any Technical Direction is interpreted by the contractor to constitute a change to the contract, the Contractor:
 - (1) Shall not implement such technical direction, and

(2) Shall notify the PCO in writing of such interpretation within seven (7) calendar days after the contractor's receipt of such technical direction. Such notification shall include:

ANNEX 37.2 (Cont'd)

(i) The reasons upon which the contractor bases its belief that the technical direction constitutes a potential change to such work, and,

(ii) The contractor's best estimate as to revision in estimated cost, performance time, delivery schedules, and other contractual provisions that would result from the implementation of the technical direction.

d. If the PCO is of the opinion that the technical direction in question constitutes a change to the contract, the PCO may either incorporate the technical direction through the procedures described in the "Changes" clause, or direct the contractor to disregard the technical direction.

e. If, after reviewing the information presented pursuant to paragraph c.(2) above, the PCO is of the opinion that the technical direction in question does not constitute a change to the work, the PCO may instruct the contractor to proceed with implementation of the technical direction. If the PCO directs the contractor to proceed with the Technical Direction, and the contractor believes that such direction constitutes a change, however, the contractor may submit a request for equitable adjustment subject to the Disputes clause.

ANNEX 37.2 (Cont'd)
SAMPLE

TASK REQUIREMENT NOTICE (TRN)

1. CONTRACT NO. _____ 2. TRN NO. _____
3. CONTRACTOR _____ 4. CLIN _____
5. PROGRAM _____
6. TRN TITLE: _____
7. START DTE __ 8. ESTIMATED COMPLETE DTE __ 9. ESTIMATED MAN-MONTHS _____
10. ORIGINATOR _____ 11. DIVISION _____ 12. SPO OPR _____
13. DESCRIPTION OF WORK SOW REF. _____ CDRL _____

See attached continuation sheet(s).

14. BUDGETED MAN-MONTHS

Category CY99

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL

TOTAL

15. Balance of funds allocated are sufficient to meet this TRN
yes_ no_

16. END PRODUCTS & COMPLETION DATES:

- ## 17. APPROVALS

COTR
PROGRAM APPROVAL
CONTRACTOR
PCO

- ## 18. DISTRIBUTION

ESC PCO
ESC COTR
ESC DIV
CONTRACTOR

ANNEX 37.2 (Cont'd)
ATTACHMENT A

Completion of TRN Form.

1. Contract Number - Self explanatory.
2. TRN Number - a seven digit number assigned by the COTR. The first four digits are the last four digits of the contract number and the last three digits shall represent a numeric sequence.
3. Contractor - contractor's name.
4. CLIN - The CLIN number to which the task is related.
5. Program - Self explanatory.
6. TRN Title - A short descriptive title of the effort to be accomplished.
7. Start Date - The date the TRN is initiated.
8. Estimated Completion Date - Estimated completion of the performance period.
9. Estimated Man-months - Total estimated man-months required for TRN performance.
10. Originator - Program office person responsible for TRN.
11. Division - Responsible division of the program office.
12. SPO OPR - SPO Director.
13. Description of Work/SOW Ref./CDRL - Enter the exact effort to be performed, its purpose, and estimated technical man-months. Attach additional sheets as required. The block must contain, as the last paragraph, the following:

Contract approval is contingent upon this effort being accomplished at no increase in estimated contract cost and with no schedule impact. It is understood that this effort is within the scope of the current statement of work and does not constitute a change to contract requirements. This notice does not authorize the contractor to perform effort/incur costs in excess of the funds presently allotted to the contract in accordance with the Limitation of Funds clause in the contract (or to exceed the estimated cost set forth in the contract schedule if the contract contains the Limitation of Cost clause).
14. Budgeted Man-months - Detailed by category, man-months required for TRN performance.
15. Funds Availability - Sufficient funds available to meet TRN requirements.
16. End Product and Completion Dates - Identify technical memos, briefings, and reports as required with specified completion dates.
17. Approvals - Signed and dated by authorized personnel.

ANNEX 37.2 (Cont'd)

18. Distribution:

- a. Original - retained by the PCO.
- b. Duplicate Original - to the contractor.
- c. Copy - to the COTR.
- d. Copy - to the SPO.

Additional copies may be provided to such other offices/agencies the COTR deems necessary to accomplish contract/management.

ANNEX 97.1
38 EIG/PKW FORMATS

REQUEST FOR DOCUMENT REVIEW

Action Requested:

____ IFB Solicitation Review
____ IFB Amendment Review
____ IFB Contract Award Review

____ RFP Solicitation Review
____ RFP Amendment Review
____ Clearance Review

Requested by: _____ (Contracting Officer's Signature)
Name: _____
Office Symbol: _____
Date: _____

Subject: _____ (Program Name, Description of Action or Item)

Document Number (Complete the Appropriate Entry):

Solicitation Number: _____
Solicitation/Amendment Number: _____
Contract Number: _____
Contract/Modification Number: _____

Value of Action: \$ _____
(Determined IAW AFFARS 5301.9005-2 and supplements thereto)

Contract Specialist: _____ (Name) Phone Nr: _____

ANNEX 97.1 (Cont'd)
FOR OFFICIAL USE ONLY

REQUEST FOR IFB REVIEW TO: 38 EIG/PK

SUBJECT: _____(Brief Description)_____

1. Pertinent Information:

- a. Solicitation Number: _____
 Proposed Date of Issuance: _____
 Proposed Date of Closing: _____
- b. Estimated dollar value: \$ _____
- c. Contract Specialist: _____
 Phone Number: _____

2. Documents provided:

- a. IFB with Attachments and Exhibits
- b. Official File, including all applicable items.

_____(Contracting Officer's Signature)_____

Name:

Office Symbol:

Date:

ANNEX 97.1 (Cont'd)
FOR OFFICIAL USE ONLY

REQUEST FOR CONTRACT APPROVAL TO: 38 EIG/PK

Contract Number: _____

1. I hereby request approval to award the above referenced contract which is the result of a sealed bid action.
2. Contract Specialist: _____, Phone Nr: _____.
3. The complete contract file and contract document are provided.

(Signature of Contracting Officer)
Name:
Office Symbol:
Date:

[**→To PK Home Page**](#)